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Current Topics.

Auctioneers with the Forces.

WE HAVE referred recently to the lists of barristers and solicitors
serving in the Forces which have been compiled by the Secretary
of the Bar Council and the Secretary of the Law Society. A
further list of barristers was published in the *Times* of the 18th
inst., bringing the total up to 726. We are interested to see a
similar list of auctioneers in the *Times* of the 21st inst., which
comprises some 350 names. This is stated to be mainly repre-
sentative of the Auctioneers' and Estate Agents' Institute, and
has, we gather, been compiled by Mr. CHARLES HARRIS, the
Secretary of that body.

The Work of Court of Appeal No. 2.

LAST SATURDAY Lord Justice BUCKLEY summarized the
result of the work of the common law side of the Court of Appeal
for the past sittings. The total figures for the Court of Appeal
at the beginning of the sittings were 286 in the general list and
twenty-two in the interlocutory; and of these the King's Bench
Division appeals furnished the greater part:—178 in the final
and new trial list, and fifteen in the interlocutory. During the
forty-two days upon which the court dealt with the final and new
trial list, forty-five appeals were heard and determined, twenty
were withdrawn, and four appeals from PICKFORD, J., as he then
was, but now a member of this branch of the Court of Appeal,
were dealt with in the other division. This leaves 109 appeals,
to which must be added thirty-nine set down during the sittings;
so that the number to go over is 148. It appears that it has
been impracticable to form a third division, owing to the engage-
ments of the Lord Chief Justice elsewhere. Six days have been
spent in dealing with alien enemy cases before the Full Court.
We presume that the decisions in these cases will be given at the
commencement of next sittings.

The "Frightfulness" Committee.

THE APPOINTMENT of a Committee by the Government of this country to inquire into the breach by Germany of the laws of war is no doubt a novelty in international practice. What will be the outcome it is useless to speculate. The greatest crime—the head and front of the offending of those rulers who are responsible for it—is the making of war at all. When we have arrived at the punishment of such men some progress in civilization will have been made. Short of this, it may be possible to mete out punishment to the guilty violators of the laws by which publicists, despairing of preventing war, have attempted to soften its barbarities. In an inquiry of this kind no name could have been more welcome than that of Lord BRYCE, one of the small group who rank in general estimation as the foremost of Englishmen. Other names can be filled up at pleasure, but Lord BRYCE must be one of the number. The rest of the Commission—apart from Sir EDWARD CLARKE—suggests, perhaps, eminence in jurisprudence, economics, and history rather than special aptitude for the particular business in hand; but the findings of practical criminal lawyers with comparatively unknown names would perhaps carry less weight with the world at large than the Committee actually appointed.

Emergency Practice.

AN INTERESTING point of practice under the Courts (Emergency Powers) Rules was settled by the Court of Appeal in *Evans v. Main Colliery Co.* (Times, 12th inst.). Under rule 2 (1) of the Emergency Rules application for leave to enforce a judgment or order for payment of money must be made to the court by which the judgment or order was given or made. Usually this is the court of first instance in which the action is brought; but where the Court of Appeal reverses the court of first instance and makes a different order for payment, the Court of Appeal becomes the court to which application for leave to enforce it must be made. No doubt it would be more convenient for the application to be made to the court of first instance, and if the draftsman's attention had been called to the point, this would probably have been provided for. The Court of Appeal is not the place in which the necessary inquiry can be made into the circumstances of the debtor. Accordingly it is now directed that any such matter shall be referred to the Master for him to inquire into the facts and make a report after hearing the evidence, and the Court of Appeal will act on his report. It may be observed that rule 9 of the Emergency Rules seems to contemplate that the application may get through without the need for evidence, and the effect of the practice now directed will apparently be to give a very considerable moratorium to the debtor. In the county court, too, we understand—though we have not gone into the matter—that the effect is the same. We should not be surprised if experience shows that the scheme of emergency practice will require to be reconsidered.

British Liens on Enemy Cargo.

THE DECISION of the Prize Court in *The Marie Glaeser* (ante, p. 8; 1914, P. 218), refusing recognition to the claims of British and neutral mortgagees of a captured enemy ship, has had its natural sequel as regards cargo in the cases of *The Odessa* and *The Cape Corso* (Times, 22nd inst.), where the claims of British subjects to a lien upon enemy cargo on an enemy ship were rejected. The liens were in respect of bills accepted against the bills of lading, and in the one case the amount was £41,153, in the other, £6,104. The principle at stake is exactly the same as in *The Marie Glaeser*. Is a British or neutral subject to lose his money because he has had business relations with persons who at the time were subjects of a friendly state, but who have since become enemies? Apart from law settled for Great Britain by Lord STOWELL a hundred years ago, and followed by other nations since, the answer must clearly be in the negative. But Sir SAMUEL EVANS has followed Lord STOWELL's law, and has held that these claims must be sacrificed in the case of mortgages, and also, of course, in the case of liens on cargo. There can, he says, be no reason for barring the claims of British or neutral subjects having liens or charges upon the vessel, and at the same time allowing claims against the cargoes. That, of course, is so, and the Court having rejected the claims of the

mortgagees of the ships rejects also the claims of the pledgees of the cargoes.

British Freight for Enemy Cargo.

ONE OF the reasons which are assigned for the above result is that the Prize Court is a court of law and must follow strict legal rules. The enemy nationality of the ship and goods condemns them as against the owners—save only, as to goods, where the Declaration of Paris intervenes—and this condemnation extinguishes all subsidiary rights. This is the technical ground, but it is obvious that it is a mere technicality which would not hold in the face of any equitable considerations. The practical reason put forward is that the Prize Court has not the means for making the inquiries and calculations necessary for ascertaining the extent of claims. Yet in other cases the Court can both be a court of equity and can make elaborate calculations. Turning to the report of *The Juno* (Times, 15th inst.), where the question of British freight for enemy cargo arose, we find that here the Court claims "to exercise equitable jurisdiction, using that term in its broadest sense and not in its more technical Chancery meaning." No doubt that was because there were no decisions in the way. But here we have the doctrine that the Prize Court is a court of equity—apparently a court of equity for some purposes and of law for others. And being a court of equity so as to allow freight on enemy cargo, it proceeds to lay down for the Registrar and merchants directions as to the ascertainment of freight for an interrupted voyage which appear to involve quite as much difficulty as an account of moneys due under a lien. In other words, in order to allow freight, the court is a court of equity with the means of making all necessary calculations; when a mortgagee or pledgee puts in a claim, the court is a court of law; it rejects the claim on a technicality, and says at the same time that it could not in any case take the necessary arithmetical account. To meet this result the Government has set up a Prize Committee to do the equity which the Prize Court declines, and no doubt all the claims of British and neutral mortgagees and pledgees which the court has rejected will be paid in full. This is an extraordinary state of affairs, and, while admitting the weight of authority which the President has had to contend with, and recognising to the full the responsibility of his position, and the anxious carefulness of his judgments, we regret that the British Prize Court has not led the way in ameliorating the case law and admitting claims which obviously require satisfaction. The hundred years since Lord STOWELL might have sufficed for this change.

The Ahlers Treason Trial.

THE OUTCOME of the trial of AHLERS for high treason suggests that it might have been better if the Crown officers had not put the most impressive process of the law in motion for an offence which, whatever its technical nature, was hardly of this importance. Trials for high treason are, happily, extremely rare, and when they are undertaken—as in the LYXCH case in 1903—it is rather with a view to vindicating the sacredness of the law than with any intention of inflicting the capital penalty. Indeed, on the present occasion the Solicitor-General in effect gave the jury an undertaking that that penalty should not be inflicted. Whether that weighed with the jury in bringing in their verdict, of course we do not know. The refusal of juries to convict, where the legal punishment is disproportionate to the offence, has been in the past one of the means of ameliorating the law. As a rule, offences against the Crown are now prosecuted under the Treason Felony Act, 1848 (11 & 12 Vict., c. 12), and then the punishment can be either imprisonment with hard labour up to two years, or penal servitude ranging from a life sentence down to three years. Under the Treason Act, 1351 (25 Ed. 3, stat. 5, c. 2), to which recourse was had in the present case, the sentence must be death by hanging, but after the sentence the Crown may substitute beheading for hanging (Treason Act, 1814). This remains law to the present time, but it may be suggested that the court should have control over the sentence as in treason felony. It would conduce also to the real gravity of the trial if the draftsman of the indictment abandoned the mediæval reference to the "instigation of the devil"—unless, indeed, this was a hit at the KAISER as MEPHISTOPHELES—and expressed the accusation in plain language. A law court is no

place for raising questions which puzzle theologians, but when reproduced in the daily press only amuse the unlearned. The uncertainty caused at the beginning of August by successive German attacks on various nations, and the language of the Order in Council, under which 11th August was fixed as the final date of departure for aliens, made it, in the view of the Court of Criminal Appeal, doubtful whether AHLERS was intentionally guilty of the statutory crime of being "adherent to the King's enemies in his realm or giving them aid and comfort in the realm or elsewhere." And this secured his acquittal. No doubt proceedings such as those of AHLERS required to be promptly stopped, and probably this, and not punishment, was the real motive for the prosecution.

The Execution of Trusts (War Facilities) Act, 1914.

A QUESTION was raised by a correspondent last week (*ante*, p. 143) as to the meaning of "active service" in the above Act. The statute provides that a trustee (whether a sole trustee or a trustee with others) may, notwithstanding any rule of law or equity to the contrary, delegate to any person capable of being appointed a trustee of the trust the execution during any period for which the trustee is engaged on war service within the meaning of the Act, and a further period of one month, of any trust of which he is a trustee. "War service" is a new term. A trustee is to be deemed to be engaged on war service:—(a) if he is engaged on active service in connection with the present war as a member of any of the military or naval forces of the Crown, or (b) if he is engaged on service in any work abroad in connection with the present war, of the British Red Cross Society, or the St. John's Ambulance Association, or any body with similar objects, or (c) if, in connection with the present war, he is a prisoner of war in the enemy's country, or is interned in the country of a neutral power. This statute is an enabling measure, and for that reason will receive a liberal construction in the courts, and the term "active service," of which there is no definition, must be interpreted accordingly. Clearly every officer and every man, whether sailor or marine, at this moment on board a British warship is, having regard to existing conditions, on active service. And it is equally clear that every officer and every soldier, whether of the Regular Army or of the Special Reserve or of the Territorial Forces, now in France or Belgium, or, for that matter, in Egypt, is also on active service. But the exact position of, let us say, a member of the Territorial Force at present in England is by no means so clear. We think, however, that every member of the military forces who has passed out of the purely training stage, and who, or whose corps or unit, has been allotted some active part in the general military organization, and who has become actually engaged in such duties, must be regarded as being on active service within the meaning of the Act, although he may be stationed or quartered in England. With regard to the persons who may be appointed under the Act, it is clear that the appointing trustee cannot appoint a co-trustee. This diminishes the number of trustees, and, indeed, the co-trustee, being already a trustee, is not a person capable of being appointed to be a trustee of the trust. As we said last week, the Act does not apply to executors or administrators. An executor is essentially an officer of law, and, as such, is no trustee. He may, in certain circumstances, become an implied trustee as regards a fund. This may occur, for instance, where a pecuniary legacy is bequeathed to the legatee contingently on the latter attaining his majority. But the Act does not apply to implied or constructive trusts. The Act further provides that a statutory declaration by the donee of a power of attorney under which the execution of a trust is delegated, that the donor is engaged on war service within the meaning of the Act, or that in any transaction the donee is acting in execution of the trust, is to be accepted as sufficient evidence of the fact by any person dealing with the donee. Notwithstanding the alternative form of this provision, it will probably be better for the declaration to state the two facts indicated: (1) that the donor is engaged on war service, and (2) that in the particular transaction the donee is acting in execution of the trust. Where reliance is

placed on fact (1), the declaration only covers transactions within a month of its date.

Distress on Goods in Hire-purchase Agreement.

THE DECISION of the Court of Appeal in *Jay's Furnishing Co. v. Brand & Co.* (reported elsewhere) terminates in the only possible way a controversy which has arisen over section 4 (1) of the Law of Distress Amendment Act, 1908. That Act, speaking generally, confers exemption from distress on goods of strangers, but the provision in question excludes from the Act, amongst other things, goods comprised in a hire-purchase agreement made by the tenant. Now, such an agreement usually provides that, on default in payment of the instalments, the vendor can determine the agreement and remove the goods. If, then, notice of determination is given but the goods are not removed, and the landlord distrains while they remain on the premises, are they still comprised in the agreement, so as to be liable to distress, or are they outside the agreement, so as to be exempt as in other cases of strangers' goods? *Prima facie* the agreement is determined by the notice, and the goods cannot therefore be comprised in it, and this view seems to have been taken in *London Furnishing Co. v. Solomon* (106 L. T. 371); but it is obviously a superficial view, and it has found no favour in any subsequent case. When we first discussed the subject (56 SOLICITORS' JOURNAL, p. 426), following a suggestion of a correspondent—Mr. E. T. HARGRAVES (*ibid.*, p. 322)—that the decision was wrong, we observed:—"The mere notice to determine the agreement does not put an end to it for all purposes. It puts an end to the right of the hirer to retain the goods, but otherwise the rights and liabilities of the parties may have to be ascertained by reference to the agreement, and the goods seem to be still comprised in the hire-purchase agreement for the purpose of section 4." This view was adopted in *Hackney Furnishing Co. v. Watts* (1912, 3 K. B. 225), where it was pointed out that the agreement could not be dead since the lessor must rely on it to recover his goods. Similarly in the present case—*Jay's Furnishing Co. v. Brand & Co.* (*supra*)—which was a stronger one for the lessor, since the agreement provided that it should determine *ipso facto* on breach, the Divisional Court (RIDLEY and BANKES, JJ.), and also the Court of Appeal, have held that it remains on foot so as to exclude the goods from the protection of the statute. Its operation, said BUCKLEY, L.J., does not come to an end on non-payment, but certain rights and obligations under it with regard to the goods exist; the goods are still comprised in the hire-purchase agreement, and remain liable to distress.

The New Naturalization Act.

II

LAST week we dealt with the provisions of this new statute down to and including those of section 7. This disposes of two of the three parts into which the Act is divided, except as regards sections 8 and 9, which conclude Part II. Section 8 gives the Government of any British Possession the same power to grant a certificate of naturalization as the Secretary of State has under the Act; and a certificate granted under section 8 is to have the same effect as a certificate granted by the Secretary of State under the Act. Section 9 provides that Part II. of the Act (relating to the naturalization of aliens) is not to have effect within the Dominion of Canada, the Commonwealth of Australia, the Dominion of New Zealand, the Union of South Africa, or Newfoundland, unless adopted by the respective Legislatures of those dominions. Nor will any certificate of naturalization granted under the Act have any effect in any of such dominions, unless the Legislature of the particular dominion adopts Part II.

Part III. of the Act deals with miscellaneous matters. Of these matters the most important are, first, the national status of married women and infant children; secondly, the loss of British nationality; and thirdly, the status of aliens. As regards married women, broadly speaking, the nationality of a married

woman depends on the nationality of her husband. Under the Naturalization Act, 1870, an alien woman marrying a British subject becomes a British subject herself, and a woman, being a British subject, on her marriage to an alien becomes an alien. Section 10 of the Act of 1870 provided that a married woman should be deemed to be a subject of the State of which her husband was for the time being a subject. In this respect some alteration of the law is effected by the new Act. By section 10 of the new Act, while it is declared that the wife of a British subject shall be deemed to be a British subject, and the wife of an alien shall be deemed to be an alien, it is provided that where a man ceases during the continuance of his marriage to be a British subject, the wife may make a declaration that she wishes to retain her British nationality, and thereupon she is to be deemed to remain a British subject. Whether this provision is calculated to preserve connubial bliss, the reader will judge for himself.

With regard to widows—under the Act of 1870, a widow, being a natural born British subject, who has become an alien by or in consequence of her marriage, was deemed to be what that Act called "a statutory alien." As such she was enabled under that Act to obtain a certificate of re-admission to British nationality. In abolishing the "statutory alien" of the Act of 1870, the new Act undoubtedly improves the law, but we doubt very much whether the provisions relating to widows in the new Act are much of an improvement on the Act of 1870. Indeed, there appears to be no express provision enabling widows to regain their original nationality. Section 11 provides that a woman, who, having been a British subject, has, by or in consequence of her marriage, become an alien, shall not, by reason only of the death of her husband, cease to be an alien; and a woman who, having been an alien, has, by or in consequence of her marriage, become a British subject, shall not by reason only of the death of her husband cease to be a British subject.

Upon the whole we are disposed to think that a widow who has changed her nationality by reason of her marriage, if she has been thus changed from a British subject to an alien, can after her husband's death apply, like a man, for a certificate of naturalization under section 2 of the new Act. In that case the requirements of that section as to residence are not to apply (see section 2 (5)). Although it is, as we pointed out last week, by no means clear that the Act gives the Secretary of State power to grant her a certificate of naturalization, on the general construction of the Act it seems to us the Secretary is inferentially empowered to do so. If, on the other hand, she was originally an alien, and became a British subject on marriage with a British subject, then, on her husband's death, she continues under section 11 to be a British subject. In support of our view of the Act we may add that a widow is under no disability within the meaning of the Act.

Turning now to the question of the nationality of children, it may be laid down as a general rule of our law of nationality that the nationality of an infant follows the nationality of its father. This general rule, however, requires certain modifications, and it will be observed that the element of residence with the parent is of first rate importance. The law of the nationality of infants is, in fact, somewhat complicated, and to prevent confusion we must approach the matter cautiously. This subject is governed at present by two Acts, the Naturalization Act, 1870, and the Naturalization Act, 1895. Under those Acts, if the father, or widowed mother, has received a certificate of naturalization under the Act of 1870, the children are to be deemed naturalized British subjects, if they have during minority become resident with that parent in any part of the United Kingdom, or, where the father has been in the service of the Crown out of the United Kingdom, if they have become resident with him while in the service of the Crown out of the United Kingdom. The provision as to children of naturalized British subjects in the service of the Crown resident out of the United Kingdom was added by the Act of 1895, which only dealt with the status of those children. Again, under the Act of 1870, where the father or widowed mother becomes an alien in pursuance of the Act of 1870, every child of such parent, who during infancy has become resident in the country where the parent is naturalized, and has,

according to the laws of that country, become naturalized therein, is to be deemed to be a subject of the State of which that parent has become a subject. Again, where the father or widowed mother has obtained a certificate of re-admission to British nationality under the Act of 1870, every child of such parent who during infancy has become resident in the British dominions with that parent, is to be deemed to have resumed the position of a British subject to all intents. Such is the law at present. No infant can obtain a certificate of naturalization. Now let us compare this with the provisions of the new Act.

Section 12 enacts that where a person being a British subject ceases to be a British subject, whether by declaration of alienage (a matter with which we shall deal immediately) or otherwise, every child of that person, being a minor, shall thereupon cease to be a British subject, unless the child, on that person ceasing to be a British subject, does not become by the law of any other country naturalized in that country. Where, however, a widow who is a British subject marries an alien, her children by the former husband are not to cease, merely because of her remarriage, to be British subjects. Even where the children reside outside His Majesty's dominions, they will retain their British nationality on the re-marriage of their mother. Any child who has ceased to be a British subject, may, within a year after attaining majority, make a declaration of his wish to resume British nationality, and the young person on making that declaration thereupon becomes again a British subject.

Now we pass to another subject—the voluntary loss of British nationality. The provisions allowing a person to divest himself or herself of British nationality are not new. Prior to the Act of 1870 allegiance was not a matter to be voluntarily renounced. "*Nemo potest ezuere patriam*," was a well established doctrine of the law of nationality. The Act of 1870 broke into this principle by enacting (section 6) that any British subject, who when in a foreign State becomes voluntarily naturalized in that State, is to be deemed from thenceforth to have ceased to be a British subject. But for two years after the passing of the Act it gave persons the power of remaining British subjects by making a declaration of British nationality. The Act of 1870 also broke into the principle mentioned above by allowing certain British subjects to declare themselves out of British nationality. Section 3 of the Act allowed naturalized aliens, originally subjects of a foreign State with which this country had entered into a convention to that effect, to divest themselves of the status of a British subject by making a declaration of alienage. In point of fact conventions of this kind have been rare, and the main purpose of this provision has failed. The Act of 1870 (section 4) also allowed a natural-born British subject born within His Majesty's dominions, but who at the time of birth became under the law of any foreign State a subject of that State, to make a declaration of alienage; and the Act provided that on making that declaration such person should cease to be a British subject. It was also provided by the same section that any person who is born out of His Majesty's dominions of a father being a British subject may make a similar declaration of alienage with a similar result.

Under the new Act a British subject is still to lose his British nationality on becoming naturalized in a foreign State. The new Act also preserves the method of throwing off the status of British nationality by means of a declaration of alienage. As regards loss of British nationality by becoming naturalized in a foreign State, section 13 enacts that a British subject who, when in any foreign State and not under disability, by obtaining a certificate of naturalization, or by any other voluntary and formal act, becomes naturalized therein shall thenceforth be deemed to have ceased to be a British subject.

Sections 14 and 15 of the new Act deal with declarations of alienage, and re-enact with certain verbal alterations the main features of the Act of 1870 as regards this subject. Under section 14 any person who, by reason of his having been born within His Majesty's dominions and allegiance or on board a British ship, is a natural-born British subject, but who at birth or during his minority became under the law of any foreign

State a subject also of that State, may make a declaration of alienage, and thereupon that person will cease to be a British subject. Again, any person who, though born out of those dominions, is a natural-born British subject may make a declaration of alienage with a similar result. Section 15 of the new Act in substance merely repeats the provisions of section 3 of the Act of 1870, the purport of which we have given above.

[To be continued.]

Correspondence.

Liability of Railway Company for Damages Occasioned by Negligence of Servant.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Can you, or any of your readers, throw light on the position of a person who is injured by the negligence of a railway company's servant, whilst a passenger or otherwise lawfully using a railway, e.g., making use of a level crossing, since the commencement of the war?

As is well known, the railways have been taken over by the State, and are being worked under the direction of a committee of railway managers. It is also, I believe, a fact that the Government takes all receipts, and pays the different companies a revenue, based, not on present earnings, but on profits earned or dividends declared prior to the war.

Who is now the proper party to be sued by a person injured through the negligence of a railway company's servants, in working traffic over the company's line?

It is laid down in the text books that a petition of right will not lie for a tort. Also, that although public officers of state are liable for torts which they have personally committed or authorized, they are not responsible for the negligence or unauthorized torts of their subordinate officials.

Does the railway company on whose line the accident occurs remain liable, as before the war?

In the case of a passenger, who has taken a ticket, presumably a contract has been entered into with the company issuing the ticket, to carry the passenger safely; but in the case of a person injured, say in using a level crossing, the only remedy would be an action of tort.

DUBITANTE.

[The Government have taken possession of the railways under the Regulation of the Forces Act, 1871 (34 & 35 Vict. c. 80), and the Order in Council and Warrant of the Secretary for War of 4th August. The warrant was in force for one week only, but has apparently been renewed from week to week since (Manual of Emergency Legislation, p. 369). Section 16 preserves contracts between the company and its officers and servants, and between the company and other persons in relation to the working or maintenance of the railway; but nothing is said as to passengers or third parties generally. We are not aware that the point has been considered. We suggest that in practice the Government will recognize all ordinary rights of the public whether in contract or in tort, but the mode of procedure seems to involve some difficulty.—ED. S.J.]

Probates Granted During the War.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Will you please accept my best thanks for having dealt so satisfactorily with this question in your issue of last week? It seems to me, however, that in some cases it may be simpler to embody the declaration in the conveyance, especially where the executors are the conveying parties, and thus avoid having to pay the costs of a separate declaration, which I assume would fall upon the purchaser.

FRANCIS G. STEED.

Sudbury, Suffolk, Dec. 22.

[The declaration in the conveyance will be evidence twenty years hence, but for present purposes it seems that a statutory declaration is required. No doubt the cost will fall on the purchaser under the Conveyancing Act, 1881, s. 3 (6). In suggesting the exclusion from the conveyance of any reference to the matter, we were also influenced by the desire to avoid encumbering the conveyance for all time with a statement which we may hope is of quite temporary significance.—ED. S.J.]

CASES OF LAST SITTINGS. House of Lords.

JOHN JONES v. A. & G. ANDERSON. 23rd November.

WORKMEN'S COMPENSATION—INJURY BY ACCIDENT—DURATION OF WEEKLY PAYMENTS—PATENT AND PERMANENT INJURY—APPLICATION FOR SUSPENSORY AWARD—REPORT OF MEDICAL REFEREE—REFUSAL OF ARBITRATOR TO STATE A CASE—WORKMEN'S COMPENSATION ACT, 1906 (6 Ed. 7, c. 58), SCHED. I., s. 15.

Where an arbitrator has made an award on the report of a medical referee, such an award will only be reviewed on appeal if, on the face of it, it is wrong in law, or if it is made in such circumstances that the court is of opinion that there was no evidence upon which the arbitrator could act.

Decision in *Gray v. Shotts Iron Co.* (1912, 49 Sc. L. R. 906, 6 B. W. C. C. 287), followed.

Appeal by the workman from a decision of the Second Division of the Court of Session (not reported), whereby an appeal by the present appellant from the refusal of the sheriff-substitute at Airdrie to state a case was dismissed. The parties were agreed as to the facts, and their lordships were asked to deal with the case as if the facts before them had been so stated, and to decide the question of law whether on those facts the arbitrator was right or wrong in the decision he had come to. The facts taken from the judgment of Lord Salvesen (Lord Guthrie and Lord Justice Clerk agreeing) were these:—The appellant met with an injury to his right eye in the course of his employment. He recovered from that injury, and, as there was a dispute between the parties, a remit was made to the medical referee, who reported that the appellant was fit to return to his work as a miner, and that the incapacity of the appellant had then been removed. The appellant contended before the sheriff-substitute that these findings did not conclude his right to compensation, and he was allowed an opportunity of proving that his earning capacity had been permanently affected by the accident. If he had succeeded in convincing the arbitrator he would have been entitled to a continuing award, but for the fact that he was offered employment as a miner by his old employers, and his fitness to do the work of a miner having been conclusively established, it followed that he had the same earning capacity with them as he had before the accident. Now, evidence was led with regard to the question of fact—as to whether his earning capacity in the open market (because his lordship thought that was the test) had been affected by the accident—but the sheriff-substitute had found that he had failed to establish that. If he had reached an opposite conclusion he would have been entitled, and his lordship thought bound, to have made a suspensory award in the circumstances, and the Court of Session would not have been entitled to interfere with that award. But as the sheriff-substitute was final upon questions of fact, and in this controversy, which related purely to fact, had decided against the appellant, he thought there was no question of law that arose for their consideration, and that the sheriff-substitute was well founded in his refusal to state a case. At the close of the appellant's case.

Vincent Haldane, C., in moving that the appeal should be dismissed, said: The case belonged to a class in which their lordships had always been anxious to define rather carefully the field within which it was permissible to raise questions. When an award of this character was made by an arbitrator, it had been laid down in that House that the award would only be interfered with either if, on the face of it, it was wrong in law, or if it were made in such circumstances that that House was of opinion that there was no evidence upon which an arbitrator could act. The statute was obviously not intended to give rise to a series of protracted litigations, and the purpose for which the statute was passed—namely, the securing of speedy compensation to the workman—could not be fulfilled unless the view to which he had referred was laid down with regard to its scope. In the present case, he thought the finding of the arbitrator was conclusive. There were two kinds of evidence before the arbitrator—one the report of the medical referee that the incapacity to earn had ceased, and secondly, the fact that the employer had continued to employ the man. In regard to the second, the claim was made that the arbitrator had attached more weight to it than their lordships would; but the rule to which he had referred precluded them in the consideration of this case from saying that either under that head, or under the other head of the medical referee's report, the arbitrator had not the evidence before him on which he could act. The arbitrator found that the incapacity had determined. It might be that he took the view that, having regard to the kind of employment and the nature of the injury, the workman must be taken to be for practical purposes in no worse position to obtain employment than he was before. At all events, the arbitrator had so found, and as the finding came within the rule referred, the result was that, in his view, the appeal failed, and should be dismissed, with costs.

Lord DUNEDIN gave judgment to the same effect. By consent the case had been remitted to a medical referee, and under the statute the evidence which the medical referee gave in these circumstances was conclusive as to matters so certified. He adhered to the opinion he expressed in *Gray v. Shotts Iron Co. (Limited)* (1912, 49 Sc. L. R. 906, 6 B. W. C. C. 287).

Lord ATKINSON and Lord PARMOUR concurred. Appeal dismissed.

—COUNSEL, for the appellant, A. Moncrieff, K.C., and J. C. Fenton. AGENTS, Hay, Cassels, & Frame, Hamilton; Simpson & Marwick, W.S., Edinburgh; and Deacon & Co., London. COUNSEL, for respondents, The Hon. W. Watson, K.C., and Harold W. Beveridge. AGENTS, W. T. Craig, Glasgow; W. & J. Burness, W.S., Edinburgh; and Beveridge, Greig, & Co., Westminster.

[Reported by ERKINS REID, Barrister-at-Law.]

INLAND REVENUE COMMISSIONERS v. BROOKS.

21st and 22nd October; 1st December.

REVENUE—INCOME TAX—SUPER-TAX—ASSESSMENT FOR PREVIOUS YEAR UNDER SCHEDULE D TAKEN FOR ASSESSMENT OF SUPER-TAX—OBJECTION BY SUBJECT THAT ASSESSMENT UNDER SCHEDULE D WAS IN FACT INCORRECT, THOUGH NOT APPEALED FROM AT THE TIME—OBLIGATION OF SPECIAL COMMISSIONERS TO RECEIVE ACCOUNTS—FINANCE (1909-10) ACT, 1910 (10 Ed. 7, c. 8), ss. 66, 72.

For the purpose of assessment to super-tax under section 66 (2) of the Finance (1909-10) Act, 1910, the sum at which the taxpayer has been assessed to income tax under Schedule D for the year preceding the year of assessment to super-tax is not conclusive and binding on the special commissioners, and if the taxpayer objects, on the ground that such assessment was incorrect, the special commissioners must inquire afresh and make an assessment.

Appeal by the Inland Revenue Commissioners against an order of the Court of Appeal (Phillimore, L.J., diss.) (reported 1914, 1 K. B. 579), which affirmed a judgment of Horridge, J. (1913, 3 K. B. 398). The respondent Brooks had for several years been assessed to income tax in respect both of his income derived from private sources and in respect of the profits of his business. For the year ending the 5th April, 1909, he was assessed to income tax, under Schedule D, in respect of the profits of his business in the sum of £4,000. He appealed to the general commissioners, but not only did they dismiss the appeal, but determined his profits at £6,331, and charged him on that amount. He did not ask for a case to be stated, and paid duty on the assessment of £6,331. In June, 1910, the special commissioners required him to make a return, alleging he was liable to super-tax. In his return for the year 1909-10 he declared the profits of his business to be £400, and his total income from all sources as under £3,000—namely, £2,039. The special commissioners were not satisfied, and they proceeded to assess him, to the best of their judgment, at £8,064, which included the £6,331, the estimate of the profits of his business made for the assessment under Schedule D, and declined to hear evidence he desired to offer to support the return he had made. They therefore confirmed the assessment to the super-tax in the sum of £8,064, less the statutory allowance of £3,000. The Court of Appeal (Phillimore, L.J., diss.), affirming Horridge, J., were of opinion that the assessment under Schedule D was not conclusive and binding on the special commissioners for the purpose of assessment to super-tax and that where such an assessment was objected to by the taxpayer they could not adopt it, but must proceed to make a fresh assessment. The commissioners appealed.

THE HOUSE (EARL LOREBURN, LORDS ATKINSON, PARKER, SUMNER and PARMEON) after consideration affirmed the order appealed from. Appeal dismissed with costs.—COUNSEL, for the appellants, Sir John Simon, A.-G., Sir Stanley Buckmaster, S.-G., and W. Finlay, K.C.; for the respondent, Ryde, K.C., and F. Brocklehurst. SOLICITORS, H. Bertram Cox (Solicitor of Inland Revenue); Rawle, Johnstone, & Co., for J. Ogden Hardicker & Hanson, Manchester.

[Reported by ERKINS REID, Barrister-at-Law.]

Court of Appeal.

JAY'S FURNISHING CO. v. BRAND & CO. AND ANOTHER.

No. 2. 4th, 5th and 10th December.

LANDLORD AND TENANT—DISTRESS—EXEMPTION—GOODS "COMPRISED" IN HIRE-PURCHASE AGREEMENT—LAW OF DISTRESS AMENDMENT ACT, 1908 (8 Ed. 7, c. 53), ss. 1, 4.

B entered into an agreement with the plaintiffs to purchase certain furniture on the hire system. He paid some of the instalments and then stopped doing so. The hire-purchase agreement provided that the agreement should, *ipso facto*, be terminated, and that the vendors should be entitled to retake possession of the goods, in the event of the hirer failing to pay the instalments when they become due. B having also failed to pay his rent, the defendants put in execution, and claimed the goods.

Held, that, although the plaintiffs had given notice to the hirer that the agreement had been so terminated, the goods were nevertheless "comprised" in the hire-purchase agreement within section 4 of the Law of Distress Amendment Act, 1908, and were therefore distrainable. Decision of Divisional Court (1914, 2 K. B. 132, 30 T. L. R. 244) affirmed.

Hackney Furnishing Co. v. Watts (1912, 3 K. B. 225) followed.

Application by the plaintiffs for judgment or new trial on appeal from the decision of the Divisional Court (Ridley and Bankes, J.J.) (reported 1914, 2 K. B. 132). That court decided, affirming the decision of the judge at Brompton County Court, that these goods comprised in a hire-purchase agreement with one Bray, and in his flat when a distress

for rent was put in by the landlords (the defendants), were at the time of the distress "comprised in a hire and purchase agreement" within the meaning of section 4 of the Law of Distress Amendment Act, 1908, and, therefore, were not protected from distress by sections 1 and 2 of the Act, and could be seized by the landlords, notwithstanding that on the tenant's failure to keep up his instalments they had given him notice that by the terms of the hire-purchase agreement the agreement had come to an end, and the right to the possession of the goods had reverted to the vendors. Bray failed to keep up the weekly instalments for the goods after 10th April, and also failed to pay his rent. Had he kept up his weekly payments the last of them would have been paid on 14th May. On 15th May Brand & Co., as landlords, put in a distress for rent. The plaintiffs had served the usual notice on the defendants that the goods, which were furniture, were their property under a hire and purchase agreement, and they claimed them as against the landlords, alleging that they were not goods "comprised in a hire and purchase agreement," because that agreement had been terminated by the failure of the hirer to keep up the instalments. The Divisional Court declined to take that view, on the ground that the claim, which stated that on failure to pay an instalment the agreement, *ipso facto*, terminated, went on to say that the vendors would be at liberty to enter the premises and retake the furniture. This they claimed a right to do, and therefore it must be taken as against them that the agreement was still subsisting, as but for the assistance it gave them they could not legally do what they claimed the right to do. Leave to appeal was granted on the terms that the plaintiffs should pay the defendants' costs of that appeal in any event. Without calling on counsel for the respondents,

THE COURT (BUCKLEY, PHILLIMORE and PICKFORD, L.J.J.), dismissed the appeal with costs, on the same grounds as the Divisional Court dismissed the appeal from the county court.—COUNSEL, for the plaintiffs, P. O. Lawrence, K.C., Schwabe, K.C., and Hinde; for the defendants, Grimwood Mears. SOLICITORS, Tredgolds; W. H. Bellamy.

[Reported by ERKINS REID, Barrister-at-Law.]

High Court—Chancery Division.

BRITISH THOMSON HOUSTON CO. (LIM.) v. DURAM (LIM.).

Neville, J. 27th November.

PATENT—INFRINGEMENT—DEFENCE ALLEGING MANUFACTURE BY NAMED FIRMS CHIEFLY OUTSIDE THE UNITED KINGDOM—APPLICATION FOR DISCOVERY BY DEFENDANTS—ALLEGATION OF NO PRIMA FACIE CASE—"FISHING" INQUIRY—PRACTICE—PATENTS AND DESIGNS ACT, 1907 (7 Ed. 7, c. 29), ss. 25 (2) (b) and 27—RULES OF THE SUPREME COURT, 1883, ORD. 31, R. 12.

Discovery cannot be resisted by the plaintiff, after the issues have been defined by the defence, on the ground that a *prima facie* case for defence has not been made out.

Thermos (Limited) v. Isola (27 R. P. C. 195) explained.

This was a summons in the action which had been adjourned into court under which the defendants in an action for infringement of patent asked for discovery of documents against the plaintiffs. The plaintiffs, by their statement of claim, had asked for an injunction and the usual ancillary relief for the alleged infringement of their letters patent of 1906 for an invention for a process in the manufacture of electric filament lamps. The defendants had denied the alleged infringement, and had pleaded by way of defence (*inter alia*) that, under subsection 2 (b) of section 25, and section 27, of the Patents and Designs Act, 1907 (7 Ed. 7, c. 29), the patents were manufactured mainly outside the United Kingdom, and they gave particulars of the names of the firms in America, Germany and Holland who so carried on the manufacture, and they gave particulars of the proportion manufactured in the United Kingdom to that manufactured outside the United Kingdom. They also delivered amended particulars of objections, and these were not excepted to by the plaintiffs. They then took out this summons for discovery of documents. Counsel for the plaintiffs resisted discovery on the ground that, in cases where a patent was sought to be revoked upon the above grounds, a *prima facie* case must be made out before discovery was allowed; otherwise the discovery would be used as a "fishing" application to see the trade books, and this was an analogous case. He referred to *Re Hatschek's Patents* (1909, 26 R. P. C. 229), *Thermos (Limited) v. Isola (Limited)* (1910, 27 R. P. C. 125), and *Vidal Dyes (Limited) v. Read, Holliday, & Sons (Limited)* (1911, 28 R. P. C. 323).

NEVILLE, J., after stating the facts, said: In this case discovery ought to be given. The principle of the cases cited does not apply; but it is clear from the decision of the Court of Appeal in *Thermos (Limited) v. Isola (Limited)* (*ubi supra*) that the judges in that case decided that discovery ought not to be given until the issues had been defined; here the issues were defined by the particulars.—COUNSEL, Terrell, K.C., and Courtney Terrell; Walter, K.C., and Hunter Gray. SOLICITORS, Dunderdale, Dehn, & Co.; Bristows, Cooke, & Carpmael.

[Reported by L. M. MAY, Barrister-at-Law.]

THE ATTORNEY-GENERAL (at the relation of the London County Council) v. VITAGRAPH CO. (LIM.).

Asbury, J. 19th November.

KINEMATOGRAPH EXHIBITION—PICTURES SHOWN TO INTENDING PUBLISHERS OR HIRERS ONLY—LICENCE—NECESSITY FOR—CINEMATOGRAPH

ACT, 1909 (9 ED. 7, c. 30), s. 1—COMPLIANCE WITH REGULATIONS UNDER THE ACT.

The word "exhibition" in section 1 of the Cinematograph Act, 1909 (9 Ed. 7, c. 30), applies only to a public entertainment where an exhibition of a cinematograph picture takes place, and does not apply to a case where a dealer bona fide in the exercise of his trade exhibits his films to his customers only by running them through his machine in his own projection-room on his own premises.

This was an action brought by the Attorney-General at the relation of the London County Council for a declaration that an alleged exhibition of cinematograph films by the defendants was in contravention of the Cinematograph Act, 1909 (9 Ed. 7, c. 30), section 1 of which says, "An exhibition of pictures or other optical effects by means of a cinematograph or other similar apparatus, for the purposes of which inflammable films are used, shall not be given unless the regulations made by the Secretary of State for securing safety are complied with, or save as otherwise expressly provided by this Act, elsewhere than in premises licensed for the purpose in accordance with the provisions of this Act." The defendants were the agents in England for the sale and letting out of cinematograph films. They had fitted up a room in the basement as a projection-room, which was used by them for running films through the apparatus for the purpose of shewing them to prospective customers. There were about forty seats in the room. The defendants advertised in a trade paper only that intending purchasers or hirers could see their films on Tuesdays and Thursdays, or by arrangement on any other day, but only prospective customers were admitted. The regulations made by the Secretary of State dealt with places of public entertainment only. The London County Council were the licensing authority for the district. The question for decision was whether such an exhibition was an exhibition within the meaning of the Act.

ASTBURY, J., after stating the facts, said: The object of the Cinematograph Act, 1909 (9 Ed. 7, c. 30), is plainly to protect the public at what are popularly known as cinematograph exhibitions. There must be some limitation on the word "exhibition." It is obvious that it is not intended to apply to a manufacturer or dealer merely running his films through a machine for the purpose of seeing whether they are satisfactory. That being so I think I ought to construe the Act as referring to places of public entertainment where the exhibition of a cinematograph picture takes place, and not as including a case where dealers like the defendants, *bona fide* in the exercise of their trade of selling or renting out films, merely run their films through their machines in the presence of one or more customers. I accordingly dismiss the action.—COUNSEL, Sir Charles Macnaghten, K.C., and F. F. Daldy; Younger, K.C., and A. Neilson. SOLICITORS, Edward Tanner (Solicitor for the London County Council); Crowders, Vizard, Oldham, & Co.

[Reported by L. M. MAY, Barrister-at-Law.]

Re **NEW TREDEGAR GAS AND WATER CO. (LIM.)**. Neville, J.
25th October.

COMPANY—WINDING-UP—DISTRIBUTION OF SURPLUS ASSETS—VALIDITY OF ISSUE OF ADDITIONAL CAPITAL—COMPANY INCORPORATED UNDER COMPANIES ACT, 1862 (25 & 26 VICT. c. 89)—TABLE A ADOPTED—ADDITIONAL CAPITAL AUTHORIZED BY A PROVISIONAL ORDER—NO SPECIAL RESOLUTION FOR INCREASE OF CAPITAL—RIGHT OF HOLDERS OF SUCH CAPITAL TO SHARE IN DISTRIBUTION.

Where the articles provided that the capital of a certain gas and water company might be increased by special resolution, and Provisional Orders were made under the Gas and Waterworks Facilities Act, 1870, purporting to effect such increase of capital,

Held, that the issue of such additional capital was valid, and that the holders thereof were entitled to be treated as members in the distribution of the surplus assets, although no special resolution had in fact been passed authorizing such issue.

This company was incorporated under the Companies Act, 1862 (25 & 26 VICT. c. 89), and adopted Table A of that Act in lieu of articles of association. Article 26 thereof provides that the capital of the company may be increased by special resolution. Provisional Orders were made in 1878 and 1907 under the Gas and Waterworks Facilities Act, 1870. Section 8 of the earlier Order provided that "the share capital of the undertakers shall for the purposes of their gas undertaking consist of the original capital amounting to £1,800, already raised, and of additional share capital to be issued subject to the provisions of the Order not exceeding £2,000." There were similar provisions as to water shares. The Order dated 1907 said: "The limitation prescribed by the Order of 1878 shall not prevent the undertakers from raising additional capital not exceeding £6,000, provided that the share capital for the purposes of the gas undertaking shall not exceed £9,800." There were similar provisions as to the water shares, and under these Orders the company issued additional capital and gave certificates and registered the holders, but the increase of capital was not authorized by any special resolution. Counsel for the holders of the additional capital contended that the Provisional Order under the Act was a sufficient authorization for its issue; while, on the other hand, it was contended that in the absence of a special resolution the issue of such capital was invalid.

NEVILLE, J., after stating the facts, said: I hold that the issue of this additional capital is valid, and that the holders thereof are entitled to be treated as members of the company in the distribution of the surplus assets.—COUNSEL, J. J. Wood; P. S. Stokes; A. Adams;

D. D. Robertson; Owen Thompson; A. F. Luxmoore. SOLICITORS, Bell, Brodrick & Gray.

[Reported by L. M. MAY, Barrister-at-Law.]

Re **INMAN. INMAN v. INMAN**. Neville, J. 19th November.

WILL—CONSTRUCTION—RESIDUARY ESTATE ON TRUST FOR CONVERSION WITH POWER TO POSTPONE AND RETAIN—TENANT-FOR-LIFE AND REMAINDERMAN—INVESTMENT IN UNAUTHORIZED SECURITIES—WASTING SECURITIES—INCOME—ENJOYMENT IN SPECIE.

Where a testator's will contained a separate clause empowering his trustees to permit any personal estate invested at his decease upon any stocks, funds and securities yielding income to continue in the same state of investment so long as they should think fit.

Held, that the tenants for life were entitled to receive and enjoy in specie all the dividends arising from the retained investments, although they were of a wasting nature.

Secus, where the power to postpone conversion and the power to retain investments are merely subsidiary or ancillary to the trust for conversion.

Re Chaytor (1905, 1 Ch. 233) distinguished.

This was a summons to determine whether, on the construction of a will, the trustees thereof could retain certain investments, and, if so, whether the tenant for life could enjoy all the dividends in specie. The testator gave all his real and personal estate to trustees on the usual trusts for conversion, and out of the proceeds of such conversion to pay his debts, &c., and to hold the residue upon trust as to one moiety to invest and pay the income to his wife during widowhood, with a gift over as therein mentioned, and as to the other moiety on trust to invest and hold the same upon usual trusts for the benefit of his two daughters and their issue, with a gift over in certain events. He next proceeded to empower his trustees to postpone the sale and conversion of his real and personal estate so long as they thought fit. Then followed a general investment clause. Then followed a clause empowering his trustees to permit any personal estate invested at his decease upon any stocks, funds and securities yielding income to continue in the same state of investment so long as they should think fit. This was clause 11 of the will. At the time of his death part of the testator's estate consisted of some shares in two land companies in British Columbia, which were not investments authorized by the investment clause in the will. These companies speculated in land and paid large and uncertain dividends. The trustees desired to know whether they should pay the whole of these dividends to the tenants for life proportionately, or whether they should only pay 4 per cent. per annum on the estimated value of the shares. Counsel for the widow contended that clause 11 sufficiently indicated that the tenants for life were intended to have the income of the retained investments in specie. Counsel for the remaindermen relied on *Re Chaytor* (1905, 1 Ch. 233) in support of the contrary proposition.

NEVILLE, J., after stating the facts, said: This case is clearly distinguishable from the case of *Re Chaytor* (1905, 1 Ch. 233), for here the power to postpone conversion and the power to retain investments are not, as in *Re Chaytor*, merely subsidiary or ancillary to the trust for conversion, but they are distinct and independent powers. I have come to the conclusion that on the true construction of this will the trustees can, under clause 11, retain these unauthorized investments, and I think the power of retention under that clause is intended for the benefit of the tenants for life, and they are entitled to receive and enjoy in specie all the dividends arising from the retained investments, although they are of a wasting nature.—COUNSEL, J. B. Lindon; Jenkins, K.C., and W. R. Sheldon; W. E. Vernon; Peterson, K.C., and P. F. S. Stokes. SOLICITORS, Dod, Longstaffe, & Son; Crouther, Still, & Co.

[Reported by L. M. MAY, Barrister-at-Law.]

Re **CADBURY BROS. (LIM.)** Neville, J. 25th and 26th November.

TRADE-MARK—APPLICATION FOR REGISTRATION OF A SURNAME—"CADBURY"—PUBLIC KNOWLEDGE—SPIRIT OF THE LEGISLATURE—REFERENCE BY BOARD OF TRADE TO THE COURT—TRADE-MARK "ADAPTED TO DISTINGUISH"—ORDER OF BOARD OF TRADE—TRADE-MARKS ACT, 1905 (5 ED. 7, c. 15), s. 9 (4) (5).

Although there is authority for saying that a surname is unsuitable for registration as a trade-mark, and the court has a discretion in such cases to refuse registration, yet the exercise of this discretion must not conflict with the meaning of the Legislature.

Where the name in everybody's mind refers to the goods of one firm, whether this has been brought about by the use of the name as a trade-mark or the direct representation that the goods were made by that firm, such name is "distinctive" within the meaning of that word as used in section 9, sub-section 5, of the Trade-Marks Act, 1905.

This was a motion that the Registrar of Trade-marks might be directed to proceed with the registration of the name "Cadbury" as the trade-mark of Cadbury Bros. (Limited) in respect of certain goods other than cocoa and chocolate, viz., confectionery, chocolate biscuits, &c. The facts were these: Ever since 1886 the name "Cadbury" had been, and still was, the registered trade-mark of Cadbury Bros. (Limited) and their predecessors in title in respect of the goods "cocoa and chocolate" in Class 42. As long ago as July, 1909, they applied to the Registrar of Trade-marks, under section 9, sub-section 5, of the Trade-Marks Act, 1905, for the registration of the same word as their trade-

mark in respect of certain other confectionery and boiled sugar goods being confectionery in the same class, and they lodged a considerable volume of evidence in support of their application. The registrar, without hearing the matter, referred it to the Board of Trade, and they also, without giving a decision, required the applicants, pursuant to rules 39 and 129 of the Trade-Mark Rules, 1906, to go to the court to hear and determine the application.

NEVILLS, J., after stating the facts, said: This application ought to be proceeded with. I come to the conclusion on the evidence that the name "Cadbury" has for upwards of sixty years been used by the applicants and their predecessors in title to indicate and distinguish the goods in question manufactured by them from those of other traders, and the word is distinctive of the goods so manufactured by the applicants, and is adapted to distinguish their goods from the goods of other manufacturers within the meaning of section 9 of the Trade-Marks Act, 1905.—COUNSEL, A. J. Walter, K.C., L. B. Sebastian, and J. Austen Cartmel. SOLICITORS, Deighton & Timbrell; Solicitor to the Board of Trade.

[Reported by L. M. MAY, Barrister-at-Law.]

Re SUDLOW. SMITH v. SUDLOW. E.C.J. 17th November.

WILL—CONSTRUCTION—INVESTMENT—POWER TO RETAIN—MEANING OF "INVESTMENTS"—MONEY ON DEPOSIT WITH AN INDUSTRIAL FIRM.

A testator by his will declared that "any moneys liable to be invested under this my will may remain invested as at my death." The testator's estate included a sum of £2,900 on deposit with an industrial firm in whose employment the testator had been for many years.

Held, that the money could not be treated as "invested," and consequently the trustees could not allow the same to remain on such deposit.

This was an adjourned summons asking whether on the true construction of the will the trustees were authorized, if they thought fit, to retain on deposit a sum deposited with an industrial firm. By his will, made in 1909, the testator devised and bequeathed his residuary real and personal estate upon trust to sell and convert the same, and after payment of funeral and testamentary expenses and debts, at the discretion of his trustees, to invest the residue and to pay the income to his wife for life, and after her death to divide and pay such residue to certain legatees. The testator further declared that "any moneys liable to be invested under this my will may remain invested as at my death." The testator's estate was represented by three investments authorized by the investment clause in the will, and a sum of £2,900 on deposit with a firm of wholesale druggists in whose employment the testator had been for many years. This sum produced 5 per cent. interest per annum, free of income-tax, and could be withdrawn on notice. It was argued on behalf of the tenant for life that the deposit was an investment on personal security and *Re Laing* (1899, 1 Ch. 503) was referred to. Counsel for the residuary legatees relied on *Re Rayner* (1904, 1 Ch. 176) and *Re Price* (1905, 2 Ch. 55).

EVE, J.—I should like to have decided that the trustees are authorized to retain this deposit. But in my opinion the word "invested" must here bear its primary and true meaning, and cannot apply to a deposit of this nature. I cannot, therefore, treat the money as being invested at the death of the testator, and must answer the question asked by the summons in the negative.—COUNSEL, Bischoff; Dollar; H. A. Hind. SOLICITORS, Rutland & Crawford.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

AMORETTE v. JAMES. Div. Court. 16th October.

SUNDAY—REFRESHMENT HOUSE KEEPER HOLDING EXCISE LICENCE—NO EXEMPTION FROM PROVISIONS OF SUNDAY OBSERVANCE ACT, 1677 (29 CAR. 2, c. 7)—SALE OF ICE CREAM—SALE OF "MEAT" IN VICTUALLING HOUSES FOR "SUCH AS OTHERWISE CANNOT BE PROVIDED."

A person keeping a refreshment house, and holding an excise licence, is not thereby exempted from the provisions of the Sunday Observance Act, 1677.

The meaning of the word "meat" in section 3 of that Act discussed.

This was a case stated by justices. The appellant was convicted under the Sunday Observance Act, 1677, for that he on the 8th of March, 1914, the same being the Lord's Day, being then a refreshment house keeper, and above the age of fourteen years, did unlawfully do and exercise certain worldly labour, business and work in his ordinary calling of a refreshment house keeper aforesaid upon the said Lord's Day, the same not being a work of necessity or charity. The justices fined the appellant 5s., but consented to state a case. The following facts were proved or admitted on the hearing of the information: The respondent had obtained the consent of the chief officer of police of the county of Pembroke to the laying of the information; the appellant was over fourteen years of age; the appellant held a licence from the excise authorities to keep a refreshment house at the

premises occupied by him at Bridge-street, Haverfordwest, but did not hold any licence authorising him to sell any excisable or intoxicating liquors there; the appellant carried on business there as a refreshment house keeper; on Sunday, the 8th of March, 1914, at about the hour of 8.50 p.m., the appellant sold ice cream in the shop belonging to his said premises to six young men who called there; the said shop was fully lighted up, and it contained ice cream, lemonade, tobacco and other articles, and chairs and tables for the use of customers, and from 8.50 p.m. onwards the shop door was open. No evidence was called of any refreshments having been sold by the appellant except such as were consumed on the premises. The appellant did not call any evidence or dispute that given for the respondent. On the part of the appellant it was contended that the Act 29 Charles 2, c. 7, did not apply to keepers of refreshment houses holding excise licences for the sale of refreshments. The following cases were referred to in the course of the argument: *Bernie v. Thorne* (59 J. P. 228), *Parker v. Harries* (73 J. P. 185), and *Duffield v. Curtis* (35 L. T. 853). The justices were of opinion that the said Act did apply to keepers of refreshment houses holding excise licences. The question upon which the opinion of the High Court was desired was whether, upon the foregoing statement of facts, in deciding that the Act 29 Charles 2, c. 7, did apply to keepers of refreshment houses holding excise licences, the justices came to a correct determination in point of law.

COLERIDGE, J.—The point submitted to the court is whether, on the facts of the case, the Act 29 Charles 2, c. 7, applies or does not apply to the keepers of refreshment houses holding excise licences. The appellant held an excise licence to keep a refreshment house, and carried on business as a refreshment house keeper. On Sunday, the 8th of March, 1914, at about 8.50 p.m., the appellant sold ice cream to certain customers. These are all the facts. It is contended that, since this keeper of a refreshment house held an excise licence, he was, therefore, exempted from the provisions of the Sunday Observance Act, 1677. The keeping of a refreshment house does not involve the taking out of any licence unless he desires to keep his house open during certain prohibited hours. If he wishes to do that, he must take out an excise licence, and pay the authorities for it. It is true that on the form of licence in the schedule to the Refreshment Houses Act, 1860, which has since been repealed, the licence appears to be granted to keep open the house as a refreshment house without limitation. It was contended at first that this meant keep open day by day and night by night, Sundays included, notwithstanding the provisions of the Sunday Observance Act, 1677. I do not think that this is the true effect of the licence, which is merely a revenue licence, permitting one, on payment to the authorities, to keep open a refreshment house during certain prohibited hours. I do not think that any of the cases cited to establish the proposition that the holding of such a licence destroys the efficacy of the Act of Charles 2. This question was mooted in the case of *Duffield v. Curtis* (35 L. T. 853), but the decision in that case does not proceed upon that ground, but on another. It was held that the appellant there came within the statute of Charles 2, because he had sold outside the precincts of the refreshment house to customers in the street or elsewhere. So he could not come within the exception to the Act of Charles 2 which was advanced on his behalf. Looking at the Acts dealing with refreshment houses one finds a provision in section 5 of the Act of 1864 that nothing in the Act is to authorize anyone to keep open any refreshment house or sell refreshments "otherwise than at the times and upon the conditions prescribed by the Acts of Parliament in that behalf made." It is suggested that these words may have been introduced to keep open the statute of Charles 2. That may be rather a forced construction to place upon the language used; but, at all events, the Acts cannot be said in any way to repeal the provisions of the Sunday Observance Act, 1677. I wish to guard myself from saying that if the circumstances were investigated, they might not bring the appellant within the exception in sections 3 of the Sunday Observance Act, 1677, which provides "that nothing in this Act contained shall extend to the prohibiting of dressing of meat in families, or dressing or selling of meat in inns, cooks' shops or victualling houses, for such as otherwise cannot be provided, nor to the crying or selling of milk before nine of the clock in the morning or after four o'clock in the afternoon." I am not prepared to say that ice cream may not be "meat sold in a victualling house for such as otherwise cannot be provided" within the meaning of that exception. According to the cases the meaning of the word "meat" is not confined to "flesh"; the word has been held to include potatoes. And, according to its secondary meaning given in Johnson's Dictionary, it refers to food generally. If it had been shown that this ice cream was composed of flour, sugar, cream and other substances, it might be difficult to say that it did not come within the meaning of the word "meat" in the section. But this point was never taken in the court below, and it is not a point on which we are asked to give our decision by the case. There is nothing in the term ice cream as, for instance, there is in the term mutton chon, which makes it necessary for us to say that, on the facts, such a substance sold on a Sunday comes within the exception. This matter therefore we leave open, and confine our decision to this—that the bare fact of holding an excise licence for a refreshment house does not exclude the operation of the Sunday Observance Act, 1677.

HORRIDGE and SHEARMAN, J.J., agreed. Appeal dismissed with costs.—COUNSEL, H. W. Russell, for the appellant; Rowner Goddard and J. G. Archibald, for the respondent. SOLICITORS, Philpot & Co., for Gilbertson, Pembroke; Peacock & Goddard, for H. D. Williams, Haverfordwest.

[Reported by C. G. MORAN, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

IN PRIZE.

"THE SCHLESIAN." Sir Samuel Evans, P. 30th November.

PRIZE LAW—ENEMY SHIP—AMERICAN SUBMARINE APPARATUS—PART OF THE SHIP—NOT LIABLE TO BE HANDED OVER BY THE TERMS OF THE DECLARATION OF PARIS—"NEUTRAL GOODS"—"ENEMY GOODS"—FRENCH ORIGINAL OF DECLARATION—"MERCHANDISE"—APPLIES TO CARGO ONLY.

A submarine apparatus fitted to an enemy ship, but in fact the property of an American firm let on lease for the ship, is not "merchandise" within the exemption from condemnation in the Declaration of Paris, and accordingly was condemned as a part of the vessel taken as prize.

The *Schlesian*, a Norddeutscher Lloyd Steamship Co.'s vessel of 5,000 tons, was captured in the Bay of Biscay by *H.M.S. Vindictive*, and taken into Plymouth. An American company, called the Submarine Signal Co., had supplied, through their Bremen agency, a certain transmission apparatus to the ship, and they claimed to have this apparatus given back to them, because they alleged that it was only leased to the North German Lloyd Co., and still remained the sole property of the American company. They contended that it should not be condemned because it was not part of the tackle of the ship, but came within the principles of the Declaration of Paris as being neutral property in an enemy ship.

Sir SAMUEL EVANS, P., after stating the facts, said: I condemn this vessel as prize, and order her to be sold. With regard to the submarine apparatus which was fixed and fitted in the ship, the applicant states that it was supplied through the agency at Bremen. I know nothing about the constitution of this agency, and the lease has not been produced. I cannot say, on the evidence before me, whether the apparatus belongs to the American Signal Co. or not. But I will assume that the terms as to the ownership of the property are comprised in a document similar to a lease, which has been exhibited. Then it is said that by the express terms of the Declaration of Paris as to neutral property the instrument ought to be protected. The terms "neutral goods" and "enemy goods" in the Declaration of Paris have always been read as applying to cargo; the word in the French text, which is the authoritative text, is "merchandise." This apparatus is not "merchandise." Then it was contended that, at any rate, it was within the spirit of the Declaration. The spirit of the Declaration was to help to make things during a state of war as easy as possible for those engaged in neutral commerce. Obviously, in a ship of this size, many kinds of similar apparatus may be installed forming part of the ship herself. I am far from saying that, if such things could be easily detached, they ought not to be handed over to their owners. I have given general directions to the Marshal to hand over privately-owned chronometers, compasses, &c., but that is a wholly different thing from saying that claimants have a right to come to the court and say, "This particular piece of apparatus belongs to me, and is not subject to condemnation." This apparatus is part of the ship, and the Prize Court is not called upon to investigate questions of property in different parts of the ship.—COUNSEL, *Colin Smith*, for *Geoffrey Lawrence*, O.H.M.S.; *Ladie Scott*, K.C., and *C. R. Dunlop*. SOLICITORS, *The Treasury Solicitor; Waltons & Co.*

[Reported by L. M. Mar, Barrister-at-Law.]

Court of Criminal Appeal

REX v. KETTERIDGE. 7th and 14th December.

CRIMINAL LAW—IRREGULARITY OF TRIAL—ABSENCE OF A JURYMAN WHEN JURY HAD RETIRED TO CONSIDER THEIR VERDICT—NO EVIDENCE THAT PRISONER WAS PREJUDICED THEREBY.

If a juror, after the judge has summed up in a criminal trial, separates himself from his colleagues, and, not being under the control of the court, converses, or is in a position to converse, with other persons, it is an irregularity which renders the whole proceedings abortive, and it is not necessary to consider whether the irregularity has in fact prejudiced the prisoner. The only course open to the court is to discharge the jury and commence the proceedings afresh.

This was an appeal against a conviction for attempted rape on which the appellant was sentenced by Lawrence, J., to six months' imprisonment with hard labour. The facts and arguments sufficiently appear from the written judgment of THE COURT (DARLING, LUSH and ATKIN, JJ.), which was read by

LUSH, J., as follows: The appellant was indicted on a charge of rape, and was convicted of the attempt, and sentenced to six months' hard labour. It appears that after the summing-up by the judge the jury began to deliberate in the box, but after some five or six minutes they expressed their desire to retire and consider their verdict. The court bailiff, having been duly sworn, proceeded to conduct them to the jury-room. One of the jurors, apparently not understanding what they intended to do, departed from

his colleagues and left the building, and was absent for about a quarter of an hour, when he rejoined his colleagues, his absence not having apparently up to that time been noticed. After some deliberation the jury returned into court and gave their verdict. The exact circumstances that had occurred were not brought to the attention of the court. Mr. C. E. Jones, on behalf of the appellant, submitted that the trial was abortive, and that the conviction should be quashed. The court, after argument, took this view, and advised the conviction to be quashed, but as the case involves matters of some importance, we thought it better to state our reason in writing. Mr. Burrows contended that although the juror did what was irregular in separating from his colleagues, the court should not, in the absence of evidence that he had communicated with any other person, or that the appellant had been prejudiced, treat the trial as abortive, jurors now being allowed to separate during the trial of a prisoner on a charge of felony such as this. In our opinion it is not necessary to consider whether the irregularity has in fact prejudiced the prisoner. We refused to consider an explanatory statement which we were told had been made by the juror which would clearly not be admissible evidence. If a juror, after the judge has summed up in any criminal trial, separates himself from his colleagues and, not being under the control of the court, converses, or is in a position to converse, with other persons, it is an irregularity which, in the opinion of the court, renders the whole proceedings abortive, and the only course open to the court is to discharge the jury and commence the proceedings afresh. This view was accepted by the court in *Re v. Ward* (10 Cox C. C. 573). That such an act on the part of a juror is irregular, and could not be sanctioned by the court itself, was recognized by the Legislature in the Juries Detention Act, 1897 (60 Vict. c. 18). It is, of course, open to the Crown to re-commence the proceedings. It is for the Crown to consider whether to adopt that course or not.—COUNSEL, *C. E. Jones; R. Burrows*. SOLICITORS, *The Registrar of the Court of Criminal Appeal; The Director of Public Prosecutions.*

[Reported by A. L. B. THESIGER, Barrister-at-Law.]

New Orders, &c.

War Orders and Proclamations.

The *London Gazette* of 18th December contains the following:—

1. A Notice dated 18th December (printed below) constituting Egypt a British Protectorate.
2. An Order in Council, dated 17th December, extending to the Isle of Man, with certain adaptations, the Defence of the Realm Consolidation Act, 1914, and the Defence of the Realm (Consolidation) Regulations, 1914.

The *London Gazette* of 22nd December contains the following:—

1. Notices dated 19th December (printed below) of the recognition by France of the British Protectorate over Egypt, and of the appointment of a Sultan of Egypt.
2. Translations of Official Notices of the German Government (the substance of which is printed below) adding certain articles to the list of conditional contraband (which is identical with the list in Article 24 of the Declaration of London).
3. A Notice of the Board of Trade, dated 15th December (printed below), appointing a Custodian of enemy property for Ireland.

Egypt a British Protectorate.

His Britannic Majesty's Principal Secretary of State for Foreign Affairs gives notice that, in view of the state of war arising out of the action of Turkey, Egypt is placed under the protection of His Majesty, and will henceforth constitute a British Protectorate.

The suzerainty of Turkey over Egypt is thus terminated, and His Majesty's Government will adopt all measures necessary for the defence of Egypt and the protection of its inhabitants and interests.

December 18th, 1914.

Recognition by France.

His Majesty's Government, having been informed that the Government of the French Republic have recognized the British Protectorate over Egypt, His Britannic Majesty's Principal Secretary of State for Foreign Affairs hereby gives notice that His Majesty's Government adhere to the Franco-Moorish Treaty of March 30th, 1912.

Foreign Office,

December 18th, 1914.

Appointment of Sultan of Egypt.

In view of the action of His Highness Abbas Hilmi Pasha, lately Khedive of Egypt, who has adhered to The King's enemies, His Majesty's Government have seen fit to depose him from the Khedivate, and that high dignity has been offered, with the title of Sultan of

Egypt, to His Highness Prince Hussein Kamel Pasha, eldest living Prince of the family of Mahomet Ali, and has been accepted by him.
December 19th, 1914.

Additions to the German Conditional Contraband List.

- (i.) 15. Copper (unwrought) and
16. Lead in plates, blocks or pipes. [18th October.
(ii.) With the exception of certain very hard foreign woods, such as Lignum vitae, palisander, ebony, and the like, all woods or lumber not treated or only roughly worked shall be considered conditional contraband, since they are susceptible of use as fuel and are actually used as such under certain circumstances. Mining lumber and paper woods, in the rough or without bark, are included in the above. On the other hand, woods which have become considerably enhanced in value in consequence of working by hand or machine, so that their use as fuel would be out of all proportion to their increased commercial value on account of such treatment, are not to be considered as fuel. [17th November.
(iii.) 17. Woods of all kinds, rough or treated (particularly hewn, sawn, planed, grooved), cylinder tar;
18. Sulphur, crude or refined sulphuric acid. [23rd November.
(iv.) 19. Aluminium;
20. Nickel. [14th December.

Custodian of Enemy Property for Ireland.

Board of Trade, Whitehall Gardens,
London, S.W.
15th December, 1914.

In pursuance of the powers conferred upon them by the Trading with the Enemy Amendment Act, 1914 (5 Geo. 5, Ch. 12), the Board of Trade have appointed the Official Assignee in Bankruptcy in Ireland to act as Custodian of enemy property for Ireland.

Rules of the Supreme Court.

POOR PERSONS, 1914.

The following draft Rules are published pursuant to the Rules Publication Act, 1893:—

Poor Persons Rules, 1914.

Rule 25 shall be read as if the words following were added thereto:—
"nor (except to such extent and upon such conditions as may be directed by the prescribed Officer) shall such report or any of the said documents or information be shown or disclosed to any counsel or any solicitor for either of the parties."

Rule 28d.—The Court or a Judge may at any time (and whether or not any application be made by any person for such purpose) discharge any order made under these Rules whereby a person has been admitted to take proceedings as a poor person or to defend or be a party to any proceedings as a poor person.

These Rules are declared urgent within the meaning of the Rules Publication Act, and shall come into operation forthwith.

Dated the 18th December, 1914.

Copies may be obtained on application at the Lord Chancellor's Office, House of Lords, S.W.

Emergency Statutes.

CHAPTER 2.

Customs (Exportation Restriction) Act, 1914.

An Act to amend section one of the Exportation of Arms Act, 1900.
[27th November, 1914.

Be it enacted, &c. :—

1. *Extension of 63 and 64 Vict. c. 44.*—Section one of the Exportation of Arms Act, 1900 (which enables the exportation of certain articles to any country or place named in the proclamation to be prohibited), shall have effect whilst a state of war in which His Majesty is engaged exists as if, in addition to the articles therein mentioned, there were included all other articles of every description.

2. *Power to vary a proclamation.*—Any proclamation made under the said section may, whether the proclamation was made before or after the passing of this Act, be varied or added to whilst a state of

war exists by an order made by the Lords of the Council on the recommendation of the Board of Trade.

3. *Short title.*—This Act may be cited as the Customs (Exportation Restriction) Act, 1914.

CHAPTER 3.

House of Commons (Commissions in His Majesty's Forces) Act, 1914.

An Act to prevent the Acceptance of a Commission in His Majesty's Forces vacating the Seat of a Member of Parliament, or rendering a person holding such a Commission incapable of being elected to, or sitting or voting in, the Commons House of Parliament.
[27th November, 1914.

Be it enacted, &c. :—

1. *Acceptance of a commission in His Majesty's Forces not to vacate the seat of a Member of Parliament.*—(1) The acceptance of a commission as an officer in His Majesty's Forces shall not vacate and shall be deemed not to have vacated the seat of any member returned to serve in Parliament, and shall not render and shall be deemed not to have rendered a person accepting such a commission incapable of being elected to, or sitting or voting in, the Commons House of Parliament.

(2) The provisions of this Act shall be in addition to, and not in derogation of, any other enactment relating to any particular part of His Majesty's forces, and having a similar effect, and nothing in this Act shall be construed so as to extend any provisions of the Succession to the Crown Act, 1707 [6 Anne c. 41], or of the House of Commons (Disqualifications) Act, 1801 [41 Geo. 3, c. 52], or of the Act of the Irish Parliament 35 Geo. III., cap. 41, to cases to which they do not otherwise extend.

2. *Short title.*—(1) This Act may be cited as the House of Commons (Commissions in His Majesty's Forces) Act, 1914.

(2) This Act shall not apply to any future Parliament or the Members thereof.

CHAPTER 6.

Consolidated Fund (No. 1) Act, 1914 (Session 2).

An Act to apply a sum out of the Consolidated Fund to the service of the year ending on the thirty-first day of March, one thousand nine hundred and fifteen.
[27th November, 1914.

Be it enacted, &c. :—

1. *Issue of £225,000,000 out of the Consolidated Fund for the service of the year ending 31st March, 1915.*—The Treasury may issue out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland, and apply towards making good the supply granted to His Majesty for the service of the year ending on the thirty-first day of March, one thousand nine hundred and fifteen, the sum of two hundred and twenty-five million pounds.

2. *Power for the Treasury to borrow.*—(1) The Treasury may borrow from any person, by the issue of Treasury Bills or otherwise, and the Bank of England and the Bank of Ireland may advance to the Treasury on the credit of the said sum, any sum or sums not exceeding in the whole two hundred and twenty-five million pounds.

(2) The date of payment of any Treasury Bills issued under this section shall be a date not later than the thirty-first day of March, one thousand nine hundred and fifteen, and section six of the Treasury Bills Act, 1877 (40 & 41 Vict. c. 2) (which relates to the renewal of bills), shall not apply with respect to those bills.

(3) Any money borrowed otherwise than on Treasury Bills shall be repaid, with interest not exceeding five pounds per cent. per annum, out of the growing produce of the Consolidated Fund, at any period not later than the next succeeding quarter to that in which the money was borrowed.

(4) Any money borrowed under this section shall be placed to the credit of the account of the Exchequer, and shall form part of the said Consolidated Fund, and be available in any manner in which such Fund is available.

3. *Short title.*—This Act may be cited as the Consolidated Fund (No. 1) Act, 1914 (Session 2).

CHAPTER 10.

Local Authorities (Disqualification Relief) Act, 1914.

An Act to extend, in respect of the present War, the relief from disqualification for office granted by the Members of Local Authorities Relief Act, 1900.
[27th November, 1914.

Be it enacted, &c. :—

1. *Extension of 63 and 64 Vict. c. 46, during the present war.*—The Members of Local Authorities Relief Act, 1900 (which relieves members of certain of His Majesty's Forces from disqualification for membership of county and other councils by reason of absence), shall, during the present war, extend to all members of His Majesty's naval and military forces employed on any naval or military service and to any person whose employment in connection with naval or military operations the Local Government Board consider may properly be

IT'S WAR-TIME, BUT — DON'T FORGET

THE MIDDLESEX HOSPITAL

ITS RESPONSIBILITIES ARE GREAT AND MUST BE MET.

treated for the purpose of this Act in the same manner as actual naval or military service, and that Act shall have effect accordingly.

2. *Short title.*—This Act may be cited as the Local Authorities (Disqualification Relief) Act, 1914.

CHAPTER 11.

Government War Obligations Act, 1914

An Act to make provision with respect to obligations incurred by or on behalf of His Majesty's Government for the purposes of the present war or in connection therewith and for other purposes in relation thereto. [27th November, 1914.]

Be it enacted, &c. :

1. *Provision of money to fulfil Government war obligations.*—There shall be paid out of moneys provided by Parliament or, if those moneys are insufficient, there shall be charged on and paid out of the Consolidated Fund, or the growing produce thereof, such sums as may be required for the purpose of giving effect to any such obligations incurred by or on behalf of His Majesty's Government before the passing of this Act as are set out in the Schedule to this Act (in this Act referred to as Government war obligations).

2. *Exemption from stamp duty and registration of documents carrying out Government war obligations.*—(1) No contract of re-insurance for the purpose of carrying out any Government war obligation to which the Government, or any person on behalf of the Government, are a party, shall be liable to stamp duty, and no contract of insurance, re-insurance, or other document for the purpose of carrying out any such obligation shall be void by reason only that it is not stamped or expressed in a policy of sea insurance, or is made for a term exceeding twelve months.

(2) No provisions of the Companies (Consolidation) Act, 1908 [8 Edw. 7, c. 69], or the Bankruptcy and Deeds of Arrangement Act, 1913 [3 & 4 Geo. 5, c. 34], or any other Act as to registration of charges shall apply to any charges given for the purpose of obtaining any loan guaranteed by or on behalf of the Government in pursuance of any war obligation; and no notice of any such charge need be registered or notified.

3. *Powers of associations with respect to insurance of ships or cargo against war risks.*—Any policies of insurance or re-insurance granted, or any contract made, or other action taken, by any association or body of persons approved by the Board of Trade for the purpose of carrying out any Government scheme in connection with the present war of insurance of ships or cargo against risk of the King's enemies or for the relief of dependants of persons on insured ships shall, if and so far as the Board of Trade so direct, be deemed to be valid, notwithstanding that the granting of the policy, or the making of the contract, or the taking of the action was beyond the powers of the association or body of persons.

4. *Short title.*—This Act may be cited as the Government War Obligations Act, 1914.

SCHEDULE.

SECTION 1.

GOVERNMENT WAR OBLIGATIONS.

Obligations incurred in connection with the present war in respect of—

1. Guarantees given to the Bank of England in connection with—
 - (a) The discount of bills of exchange;
 - (b) Advances to acceptors of bills of exchange;
 - (c) Advances in connection with loans made to members of the Stock Exchange;
2. Guarantees given in connection with bills of exchange drawn by traders having debts due from abroad which are not immediately recoverable, and in connection with advances to traders to enable them to meet liabilities under contracts entered into before the outbreak of war;
3. Payments on contracts of insurance or re-insurance against war risks of ships or cargo or for the relief of dependants of persons on insured ships so far as provision is not made for those payments by the application of premiums or otherwise;
4. Any loan raised by any of the powers allied in the present war or by the Government of Egypt or by the Government of any of His Majesty's Dominions or any British Possession or Protectorate;
5. The maintenance or assistance, in connection with the present war, of food supply, trade, industry, business, or communications in the United Kingdom or in any other country, or the relief of distress in the United Kingdom or in any other country.

CHAPTER 17.

Navy and Marines (Wills) Act, 1914

An Act to enable the Admiralty to dispense with compliance with the requirements of the Navy and Marines (Wills) Acts, 1865 and 1897, in the case of Seamen and Marines dying during or in consequence of the present War. [27th November, 1914.]

Be it enacted, &c. :—

1. *Power of Admiralty to dispense with provisions of Navy and Marines (Wills) Acts.*—Notwithstanding anything in the Navy and

Marines (Wills) Acts, 1865 [28 & 29 Vict. c. 72], and 1897 [60 & 61 Vict. c. 15], the Admiralty may, in the case of a will made by any person being or having been a seaman or marine who may have died or may hereafter die during or in consequence of the present war, pay or deliver any wages, grant, or other allowance, or other money payable by the Admiralty, or any effects or money in charge of the Admiralty, to any person claiming to be entitled thereto under such will though not made in conformity with the provisions of the said Acts, if the Admiralty are of opinion that compliance with the requirements of those Acts may be properly dispensed with.

2. *Short title.*—This Act may be cited as the Navy and Marines (Wills) Act, 1914.

CHAPTER 18.

Injuries in War Compensation Act, 1914

(Session 2).

An Act to provide for the grant of Pensions and other Allowances to certain persons if disabled whilst employed abroad in connection with warlike operations, and to their dependants, and to amend the Injuries in War (Compensation) Act, 1914.

[27th November, 1914.]

Be it enacted, &c. :—

1. *Pension schemes for persons disabled abroad in connection with warlike operations.*—(1) The Admiralty and Army Council, subject to the consent of the Treasury, shall have power to frame schemes as to pensions and grants and other allowances in the nature thereof to be paid to persons (not being officers or men of any of His Majesty's forces) in respect of disablement suffered whilst employed on shore out of the United Kingdom by or under the Admiralty and Army Council in connection with warlike operations in which His Majesty is engaged, and, in the case of their death, to their widows or other dependants.

(2) A scheme shall specify the persons to whom the scheme applies and the conditions under which it becomes applicable, and may include persons not in the direct employment of the Admiralty or Army Council.

(3) A person to whom any such scheme applies shall not, nor, in the case of his death, shall his widow or other dependants or his personal representatives, in respect of any disablement suffered by him whilst the scheme so applies to him, be entitled to any pensions or other benefits under any Order in Council or any warrant or regulations relating to officers and men in the naval or military service of the Crown, or to any gratuity or any superannuation or other allowance under the Superannuation Acts, 1834 to 1914, or to any compensation or damages at common law or under any other statute, except so far as the scheme otherwise provides.

(4) All pensions, grants, and other allowances under this Act shall be paid out of moneys provided by Parliament.

(5) A scheme under this Act may provide that the scheme shall have effect as from the third day of August, nineteen hundred and fourteen, and any such scheme may be revoked or varied by a subsequent scheme.

(6) For the purposes of this section, "disablement" means disablement by personal injury or by sickness specifically attributable to the nature or conditions of the employment.

2. *Extension of 4 & 5 Geo. 5, c. 30.*—The Injuries in War (Compensation) Act, 1914, shall extend to pensions, grants, and other allowances in respect of disablement by sickness specifically attributable to the nature and conditions of the employment in like manner as it applies to pensions, grants, and other allowances in respect of injuries.

3. *Short title.*—This Act may be cited as the Injuries in War Compensation Act, 1914 (Session 2).

Societies.

The Incorporated Law Society of Liverpool.

The following continues from p. 150 the extracts from the report of the Committee of this Society :—

Rules of the Supreme Court Order XXXV., rule 13.—The attention of the committee was drawn by the committee of the Manchester Law Society to a hardship occasioned by the operation of Order XXXV., rule 13, of the Rules of the Supreme Court, under which any party to an action may as of right remove the action to London after appearance has been entered in a district registry. The Manchester Society asked the co-operation of the committee with a view to such right being abolished or restricted. The rule appears to have had its origin when district registries were a new experiment and were looked upon with considerable misgiving, and it appeared to the committee that it unfairly favoured a defendant. The committee and the committee of the Manchester Society decided to bring the matter before the Associated Provincial Law Societies, and at a meeting held on 3rd July, a resolution was adopted, which, if given effect to, would prevent the removal of actions from a district registry except by an order made under Rule 16 of the same Order. At the same meeting a further resolution was adopted in favour of provision being made in the rules for removal of actions from one district registry to another. The resolutions were forwarded to the Rule Committee, and it is understood they will be considered at the next meeting of that committee.

Trustees' Remuneration.—It will be remembered that at the last annual meeting a suggestion was made that the committee should consider the desirability of action being taken with a view to placing private trustees on the same terms as to remuneration as the public Trustees. The committee carefully considered the suggestion, but they decided that, having regard to the provisions of the Judicial Trustees Act, 1896, it was not desirable that any action should be taken by the society with a view to the promotion of a Bill in Parliament to authorize the remuneration of a trustee where the instrument creating the trust contains no such provision.

Chancery Practice.—The attention of members is called to a new rule of the Chancery Masters, passed in February last, requiring that where a writ is issued on behalf of an infant the authority of the next friend must be attested by a solicitor, and that the solicitor must certify that the next friend has no adverse interest.

Corporation Leaseholds.—It will be remembered that in January, 1912, the City Council appointed a special committee to take the subject of granting and renewal of Corporation leases for seventy-five years and upwards into consideration, and on the invitation of the special committee the then vice-president of the society, Mr. Forshaw Wilson, gave evidence as the representative of the society. A copy of the proof of the evidence is set out in Appendix B to last year's report. The report of the special committee has, during the year, been issued, and the recommendations as adopted by the City Council, are set out in Appendix C. It will be seen that if effect is given to the report the existing scale generally known as the "Card," which has for so many years been used in calculating the payment of the fine, will be discontinued, but the committee are glad to note that a suggestion which was made by them, by which an option will be given to leaseholders of renewing their leases for seventy-five years at a fine calculated on the present system (provided that such applications for renewal are made prior to 31st December, 1919), has been adopted. The committee also note that a further suggestion put forward by the committee has been adopted by which the commutation of a part or the whole of a fine into a ground rent is to be permitted at the request of any applicant under conditions approved by the Estate Committee.

Lancashire County Courts.—In December last a committee was appointed by the Lord Chancellor to inquire into the distribution of business amongst the County Court Judges of the County Palatine and neighbourhood with a view to equalizing the work and relieving the pressure on the heavier circuits by transferring some of it to the lighter circuits. On the nomination of the Liverpool Chamber of Commerce, Mr. Harold D. Bateson, a past President of this society, was elected a member of the committee. Your committee was invited to express their opinion and furnish any information which they could on the subject of reference. Your committee considered the question in relation to the effect which any re-arrangement of the circuits might have on Circuit 6, which comprises Liverpool, Southport, Ormakirk, St. Helens and Widnes, and also in relation to the work of the Birkenhead Court which at present is included within Circuit 7. Your committee was satisfied that the work of Circuit No. 6, under the existing arrangements was admirably performed, and that the system of linked judges had undoubtedly conferred a real benefit on suitors and others having business in the court. It appeared of first importance that the court should afford facilities for the continuous trial of actions throughout the legal year, and your committee therefore expressed the opinion that they would prefer that the present district comprised in Circuit 6 should not be interfered with, as it would be a misfortune if anything were done which would be likely to have the effect of so increasing the work of the judges as to prevent actions from coming on for trial as promptly as is the case at present. If, however, contrary to the view of your committee, it was considered necessary to enlarge the circuit, your committee expressed the opinion that the inclusion in Circuit 6 of Birkenhead would be the best arrangement. It was subsequently represented to your committee that a strong feeling existed amongst solicitors practising in the Birkenhead Court that the services of Judge Stanger should, if possible, be retained. Your committee were of opinion that a possible alternative arrangement whereby the benefit of Judge Stanger's services might be retained at Birkenhead would be to transfer the Warrington District from Circuit 7 to the Liverpool Circuit. The hon. treasurer of the society, Mr. C. E. Nield, was appointed to attend before the committee of inquiry to give evidence, and a copy of his proof is set out in Appendix D. The committee of inquiry in their report found that on the whole there is no excessive pressure of work, though instances of considerable arrears in certain places have been brought to their notice. They do not make any suggestion for the appointment of new judges, but recommend re-arrangements of the system of grouping of certain circuits and the abolition of courts in certain towns in which they are now held. With regard to the Liverpool Circuit, they recommended that the Birkenhead district should be included in the Liverpool Circuit, and that the St. Helens and Widnes district, which at present forms part of the Liverpool Circuit, should be transferred to the re-arranged Manchester Circuit and be worked by two judges as at Liverpool. The committee of inquiry also recommended that jurisdiction in bankruptcy should be given to the Southport Court as also a power to deal with cases over £50, and that Ormakirk should be reduced to a quarterly court. Cases at Ormakirk requiring to be speedily determined could be made returnable at Southport. The committee of inquiry expressed the opinion that the registrars' jurisdiction in contested cases should be extended to £5. They also state that there is a widespread opinion among the judges that a procedure to ensure speedy judgment analogous to that under Order XIV. of the Rules of

the Supreme Court should be introduced into the County Court, but the question did not appear within the terms of their reference, and the evidence was not sufficient to enable them to express a definite opinion upon it. No steps have as yet been taken to carry into effect any of the recommendations of the committee of inquiry.

Housing and Town Planning Act, 1909.—The attention of the committee has been drawn to an apparent defect in section 18 of the Housing and Town Planning Act, 1909. In a recent Liverpool case a closing order was made by the Corporation under section 17 of the Act in respect of two houses which were admitted not to be fit for human habitation, but which were considered to be readily adaptable for workshops or storerooms. The Corporation refused to allow the houses to be so used, and stated that they had no option but to make and enforce a demolition order if the requirements under the closing order had not been carried out, and in so acting the Town Clerk stated that the Corporation were conforming to an opinion which had been expressed by the Local Government Board in a letter to a firm of Liverpool solicitors in August, 1912. The Board appeared to recognise that the Act is defective in the respect mentioned, and the committee communicated with the Secretary of the Board urging that steps should be taken to obtain an amendment of the law, making it clear that the demolition order need not be made except where one of the conditions expressed in the latter part of section 18 (2) of the Act of 1909 applied. The Board replied that they had stated a case under section 39 of the Act of 1909 for the opinion of the High Court as to the legal interpretation of section 18, which they thought might have some bearing on the question as to the course which should be taken by a local authority under such circumstances. The case referred to is, *In the Matter of John F. Lancaster and the Mayor, &c., of Burnley* (reported W. N. 24th October, 1914, p. 379, and 31 T. L. R., p. 13), where the court held that, under section 39 (1) of the Act, the Local Government Board may in determining an appeal against a demolition order make such order as they think equitable, and may confirm, vary, or quash the order of the local authority (although the order was one which the local authority was bound to make) according as the Board, having regard to all the circumstances of the case, think just, and that the fact that there was no intention on the part of the owner to use a house in the future as a dwelling-house would be a sufficient reason for the quashing of the demolition order by the Local Government Board.

Irish Supreme Court Rules. Service out of the Jurisdiction.—The attention of the committee has been called by one of the members of the society to an anomalous position created by the difference in the present existing Order XL, Rule 1 of the Supreme Court, which makes provision for the service of writs of summons out of the jurisdiction, and the corresponding Order XL, Rule 1 of the Supreme Court of Ireland. The wording of the Irish rule follows that of the English rule with the addition of two subsections, one of which provides that service out of the jurisdiction may be allowed by the court or a judge whenever the contract in such action was made or entered into within the jurisdiction. The committee were of opinion that the rules of the Irish court and the English court should be in accord, and it appeared to them that if it were possible to obtain the repeal of the Irish rule it would be the best solution of the difficulty, and they asked Mr. Morton to bring the matter before the Rule Committee. The Council of the Law Society and the Incorporated Law Society of Law Agents in Scotland also made representations to the Rule Committee on the subject. Communications, it is understood, have passed between the Rule Committee and the Irish rule-making authority in relation to the subject, but the latter have come to the conclusion that the Irish rule in its present form should still continue. The Rule Committee are further considering the subject.

The report contains Appendices A, B, C, and D, the nature of which is stated above.

The German Raid on the North-East Coast.

At the inquest, held at Scarborough on the 18th inst., says the *Times*, evidence was first given as to the death of the following seven persons:—Albert Featherstone Bennett, Ada Crowe, Mrs. Duffield, Mr. John Hall, Mrs. Merryweather, John Shield Ryalls, and George Harland Taylor.

Chief Petty Officer Dean, chief officer of the Coastguard at Scarborough, said he was in his house at breakfast on Wednesday morning when the first gun from the German ships went off at five minutes past 8. He walked out and saw the walls of the Castle tumbling down. About two minutes later he saw two large cruisers come in sight from behind the Castle towards South Bay. They opened fire with all their guns on the starboard side, and kept up an incessant fire. Afterwards they turned round and fired from the port side. They steamed towards the South Bay, passing out of his sight, but he still heard them firing. The cannonade from the port side was after a slight interval. The fire was directed at all parts of the town. They kept shelling the town and the Castle. From start to finish the bombardment lasted about forty minutes. There were two smaller ships covering the cruisers.

The Coroner: Statements have appeared that the Castle replied to the fire.

The Witness: It could not do so; it has no guns. The distance of these ships from the shore has been variously estimated at from two to eight miles. When they first attacked they were within 600 yards of the Castle, and when they were going past the pier they were distant not more than 500 yards.

The witness added that all classes of shells were fired. The Coast-guard station was struck by the second shot, but they then fired thirty, neither of which went near it. At least 250 shells were discharged before the interval, and a similar number afterwards. The shells used in the second bombardment appeared to be larger than those in the first.

Miss Gertrude Anne Hall described how her father, Mr. John Hall, was struck down in her bedroom. He was injured in the legs, arms and body, and when picked up exclaimed, "I am killed." The shell entered by the dining-room window and then exploded.

The Coroner said he presumed the jury would find "that John Hall was killed in the bombardment of the town by an enemy's ships on 16th December."

The Foreman: Cannot we use the word "Murder"?

The Coroner: If you found "Wilful murder" I should have to bind over some person to prosecute, and that would be to reduce our proceedings to a farce; there is no one amenable. Although you might be of opinion that the attack was to all intents and purposes murder, if you find "Killed by bombardment" it will answer our purpose in my own view. The Home Secretary and the Coroners' Society have been in communication with respect to cases of the death of non-combatants, and a suggestion made has been approved by the Lord Chancellor. I suggest that it is useless to return a verdict of "Wilful murder," because somebody would have to be prosecuted.

The Foreman: The only thing I was anxious about was this—we should have the whole town at our back in calling it a "murderous attack."

The Coroner: Yes, no doubt; but nothing would be gained by returning a verdict of wilful murder against the commander of those vessels.

After further discussion the jury returned a verdict in the form suggested by the coroner, and the same verdict was returned in the other cases.

At the inquests on the dead in Hartlepool the jury passed the following verdict:—"Between 8.15 a.m. and 8.55 a.m. on Wednesday, 16th December, under cover of a dense fog, an enemy ship fired shot and shell from Hartlepool Bay into the twin towns, killing several unarmed civilians." There were painful scenes during the formal identification of the dead, but the general sentiment was well expressed by the coroner in his opening remarks, which were as follows:—"There is happily no precedent for an inquiry of this kind, and I hope it will be long before there is another. In a sense we have not to inquire into the cause of death. We are in the presence of a great catastrophe and must take the cause for granted. We have to inquire into the extent to which damage was done to human beings, unarmed citizens, taking no part in warlike operations, but going about their ordinary business."

At the inquest at West Hartlepool the deputy-coroner spoke in a similar sense. Lieutenant Leslie Stephenson, R.N., in giving evidence, said that he was aboard one of the war vessels in Hartlepool harbour yesterday morning. They could not see the enemy ship or ships at first, as they were screened by a shed. As far as he could make out, the bombardment began about 20 minutes past 8 o'clock. About that time shells began to burst over the town. These shots were fired by a German vessel just before she disappeared in the mist. He could not say what time the bombardment ceased. It lasted for about half an hour. The enemy vessel must have been about two and a half miles out at sea. The bombardment was continuous during half an hour.

The Laws of War Committee.

On 15th September last the Prime Minister announced in the House of Commons that he had asked the Home Secretary and the Attorney-General to take such steps as seemed best adapted to provide for the investigation from evidence obtainable in this country of accusations of outrage and breaches of the laws of war on the part of Germany.

During the last three months inquiries with this object have been vigorously pursued, and the cases brought under review have been examined in detail by a number of members of the English Bar who have put their services at the disposal of the authorities, and by the staff of the Director of Public Prosecutions. Some hundreds of detailed statements have now been collected, and a Committee has been appointed to consider these materials.

The Committee is constituted as follows:—

The Right Hon. Viscount Bryce, O.M. (Chairman).

The Right Hon. Sir Frederick Pollock, Bart.

The Right Hon. Sir Edward Clarke, K.C.

Sir Alfred Hopkinson, K.C.

Professor H. A. L. Fisher.

Mr. Harold Cox.

Communications on the subject of the inquiry should be addressed to Mr. E. Grimwood Mears or to Mr. W. J. H. Brodric, who have been appointed joint secretaries to the Committee. Letters should be sent to them at 2, Hare-court, Temple, London, E.C.

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Professor Holland.

On Saturday, the 12th inst., the Lord Chancellor presented to Professor Holland his portrait, painted by Mr. Hugh G. Riviere, in the Council Chamber, Lincoln's Inn.

Among those present were the Attorney-General, Lord Justice Kennedy, Lord Justice Swinfen Eady, Lord Justice Phillimore, Lord Sanderson, Sir Robert Finlay, K.C., Sir Reginald Acland, K.C., Mr. T. H. Carson, K.C., Mr. Micklem, K.C., Sir Alfred Hopkinson, K.C., Sir Courtenay Ilbert, Sir John Macdonell, Sir Wilmoughby Maycock, Professor Oppenheim, Sir Frederick Pollock, Sir H. Erie Richards, K.C., Mr. J. D. Walker, K.C., Mr. G. E. Buckle, Dr. Thomas Baty, Mr. Albert Dicey, K.C., Mr. George Phillimore, Mr. A. P. Higgins, and Mr. E. A. Whittuck.

The Lord Chancellor, says the *Times*, in making the presentation, said that they felt that the volume of the work which Professor Holland had done in the study of a great subject should not pass unrecognized. Professor Holland had contributed to a great branch of science, and his name had become known on that account throughout the civilized world. But for the untoward event which had cast a gloom over the world there would have been present that day representatives of other nationalities to pay their tribute to Professor Holland's labours.

War could not destroy the permanent things which belonged to the region of mind, and it seemed to him that the great work associated with the name of Grotius must develop and that there must arise the universal desire among nations for that kind of binding and customary obligation which exists and is recognized among individuals. We had seen things which dismayed us; we had witnessed a distinction drawn between *Kriegsrecht* and *Kriegsmanier* which was shocking to those who believed in the binding character of international law. No nation could neglect her treaties and compacts without bringing destruction on herself. Professor Holland had clothed the usages of war with something like a form and had imparted to them a definite and well-understood sense.

Professor Holland expressed his thanks, and described how he was led to turn away from practice at the bar by his love of study and research.

Obituary.

Mr. Seward Brice, K.C.

Mr. Seward Brice, K.C., LL.D., died suddenly on Friday, the 18th inst., at 3, Norland-square, W. Mr. Brice, who was born in 1846, was the eldest son of Mr. William Brice, of Stratton-on-the-Fosse, Somerset. He was educated at University College, London, and took the degree of LL.D. at the University of London in 1873. He became a student at the Inner Temple in 1869, and was called to the bar in 1871. He became a member of the Northern Circuit, but practised chiefly in the Chancery Division, where he had a large practice as a junior. He became K.C. in 1886, and was made a bencher of his Inn in 1894. He was the author of works on Patents, Designs and Trade-Marks, and on Tramways and Light Railways, but his best-known work was his *Treatise on the Doctrine of Ultra Vires*. Of recent years he was one of the "special" King's Counsel in the Chancery Division. He married in 1888 Gertrude, daughter of the late Mr. Henry Berens, of Edgbaston.

The Home Office makes the following announcement:—"Now that the suzerainty of Turkey over Egypt is terminated, Egyptians cease to be alien enemies, though they do not become British subjects. They are henceforth subject only to those provisions of the Restriction Order which relate to aliens other than alien enemies, and are not required to register with the police unless they reside in a prohibited area."

Legal News.

Appointments.

MR. FIENNES CECIL ARTHUR BARRETT-LENNARD (Puisne Judge of the Supreme Court of the Gold Coast), has been appointed to be a Puisne Judge of His Majesty's High Court of Uganda.

MR. SYDNEY CHARLES KING FARLOW (Puisne Judge of His Majesty's High Court of Uganda), has been appointed to be a Puisne Judge of the Supreme Court of the Gold Coast.

General.

The Italian moratorium has been extended in a very restricted form to 31st March, 1915. It will cease completely on 1st April, 1915.

A survey of events, says the *Morning Post* correspondent at Stockholm, shows that through mine disasters Sweden has already lost eight ships and fifty to sixty lives, Denmark six vessels and six lives, Norway five vessels and six lives, and Holland three vessels and fifteen lives. It is estimated that the loss to Sweden of these vessels and their cargo will amount to over £500,000.

At a meeting of the Birmingham Chamber of Commerce on Monday it was reported by the General Purposes Committee that inquiries had recently been made of the Treasury on the question of the payment of income-tax on the total amount paid by an employer as allowances to the dependents of employees who have joined the colours, or in respect of salaries (partial or whole) paid to employees absent for the same reason. The committee has been informed that no objection will be raised if the local Commissioners, in commuting an employer's liability to income-tax, are prepared to allow as a deduction the actual sums so expended.

Sir Laurence Gomme unveiled on Saturday, the 19th inst., a memorial to the late Mrs. J. Ramsay MacDonald in Lincoln's Inn-fields. It is in the form of a public seat partly enclosed by a base of grey Scottish granite surmounted by a bronze group consisting of a female figure with outstretched arms over groups of little children. The group is the work of Mr. R. Goulden, and had a place in the Royal Academy Exhibition this year. The seat is of old ship teak, and on the front of the memorial, which has a width of more than 12 ft., is carved the inscription:—"This seat is placed here in memory of Margaret MacDonald, who spent her life in helping others." On the back is a bronze tablet with an inscription. The memorial has been erected by subscriptions from women friends and co-workers, and from the poor among whom Mrs. MacDonald worked. It stands on the north side of the square. Among those present at the ceremony were:—The Hon. Lillie Montagu (chairman of the committee), Mrs. Chitty (hon. secretary), Mr. and Mrs. Fisher Unwin, Miss Toynbee, Dr. Ethel Bentham, Miss Eve, Mrs. Cobden Sanderson, Miss Gladstone (sister), and Mrs. Arnold Glover. Sir Laurence Gomme, on unveiling the memorial, said Margaret MacDonald was pre-eminently busied with the idea of a great social organization. She was impressed by the fearful wastage of useful lives which arose from the want of such organization. This was the keynote of her many-sided efforts. Like Florence Nightingale, Mary Kingsley, and others, when the opportunity came to Margaret MacDonald, she seized it with all her soul, and never relinquished her place in the world.

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 99, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Advt.)

CAUTION.—The public are warned that a Sectional Bookcase similar in name and appearance to the "Oxford" (but differently constructed and more expensive) is being advertised. To avoid possible disappointment it is well to remember that the genuine "Oxford" Sectional Bookcase, as exhibited at "Ideal Homes" and other exhibitions, is manufactured only by the sole proprietors, WILLIAM BAKER AND CO., Oxford, from whom catalogues may be obtained post free.—Advt.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Dec. 18.

ATLAS "EMPTY-QUICK" SYNDICATE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 30, to send in their names and addresses, and particulars of their debts or claims, to William A. Turner, 7 and 8, Idol In, Eastcheap, liquidator.
 ATLAS NON-PUNCTURE INNER CASE SYNDICATE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 31, to send in their names and addresses, and particulars of their debts or claims, to William A. Turner, 7 and 8, Idol In, Eastcheap, liquidator.
 COX BRASS MANUFACTURING CO., LTD. (IN LIQUIDATION).—All parties having claims must lodge same with the liquidator, Andrew Pickard Gilmour, 136, Wellington St, Glasgow, not later than Dec 30.

NAHEETTE FITZGERALD, LTD.—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts and claims, to Herbert Thomas Bloor, 256, Finsbury Pavement house, liquidator.
 NEWCASTLE-UPON-TYNE TAXI-CAB CO., LTD.—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to John C. Graham, Jun, and T. Wallace, liquidators, 16a, Grainger st, Newcastle upon Tyne.
 SMITH & SONS (COWLING) LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 5, to send their names and addresses, and the particulars of their debts or claims, to Mr. T. M. Threlfall, Bank Chambers, Nelson, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Dec. 22.

DISTRICT INVESTMENTS, LTD.—Creditors are required, on or before Jan 14, to send their names and addresses, and the particulars of their debts or claims, to Alfred Laban, 25-27, Oxford st, liquidator.
 HANS MOTOR CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Arthur Barrows, 37, Walbrook, liquidator.
 MORGAN, SHARP AND CO., LTD.—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to Alfred Willie Sully, 19 and 21, Queen Victoria st, liquidator.
 NEWFOUNDLAND OIL (PARENT) DEVELOPMENT SYNDICATE LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 12, to send in their names and addresses, and particulars of their debts or claims, to John Baker, Eldon st House, Eldon st, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Dec. 18.

S. Wilton & Co., Ltd.	Kingside Mines, Ltd.
Nanne's F&A-Gerald, Ltd.	Princess's Hotel, Ltd.
Fernan & Co., Ltd.	Sandwich, Deal and Walmer Electricity Supply Co., Ltd.
Theatre Royal (Peterborough), Ltd.	United Counties Omnibus Co., Ltd.
Guaranteed Film Service, Ltd.	Rosedale Estates (Canada) Ltd.
Madame Valeska, Ltd.	Poultons & Timmins, Ltd.
F. Horton & Son (1908), Ltd.	Henry C. Box & Co., Ltd.
National Physical Culture Institution, Ltd.	Corbett & Martin, Ltd.
J. H. Williams & Son, Ltd.	Daniel C. Coley & Co., Ltd.
Bolivian Consolidated Tin Properties, Ltd.	Godfrey Johnson Patent Corrugating Co., Ltd.
Clapham Steamship Co., Ltd.	
Liverpool Hydraulic Packing Co., Ltd.	

London Gazette.—TUESDAY, Dec. 22.

English, Ltd.	Hudson, Polley & Co., Ltd.
Marine Debtors Co., Ltd.	Osgood Co., Ltd.
Farnol, Eades, Irvine & Co. Ltd.	Canadian Timber Investment Co., Ltd.
National Engineering Co., Ltd.	District Investments, Ltd.
Wicken Hall Print Works, Ltd.	"Garret" Shipping Co., Ltd.
Alvaston Lace Co., Ltd.	British Steam Shipping Co., Ltd.
Consul Automatic Aerators, Ltd.	Mortlake Cinema Co., Ltd.
Salmon Motor Co., Ltd.	W. & D. Hunter, Ltd.
Fitz-Gibbon, Dunn & Co., Ltd.	Marine Safety Door (Unsinkable Ships) Syndicate, Ltd.
F. Preston, Ltd.	

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 8.

ANDREW, SARAH ANN, Guilford st, Russell sq Jan 6 Evans v. Prust, Neville J.
 CHRISTIAN, FINSBURY CIRCUS
 ENGLISH, GEORGE FREDERICK, Victoria rd, The Green, Strand Green, Hoaler Jan 15
 English v. English, Judge in Chambers Langton, Pall Mall East
 VAN OPPEN, CLAUDE, Old Hill st, Stoke Newington, Perfumer Dec 30 Van Oppen v. Van Oppen, Warrington, J. Gibson, Queen st

London Gazette.—FRIDAY, Dec. 11.

BEACH, THOMAS HULBERT, Ealing Jan 6 Gappa Ltd. v. Schlager, Neville, J. Davies
 Burleigh House, Strand
 GREEN, SAMUEL, Lower Edmonton, Boot Dealer Jan 11 Rutter v. Green, Eve, J.
 Ashley & Turner, Charles sq, Hoxton

London Gazette.—TUESDAY, Dec. 15.

GEORGE IRESON, The "Laburnum," Oxford rd, Macclesfield, Chartered Accountant
 Jan 27 Harrison v. Helm and another, Neville, J. Lee, Bradford
 EDWARD HENRY SHARPE, Fenchurch st, Merchant Dec 31 Forrest v. Patey
 Sargent, J. Helliwell, Strand.
 WILLIAM MAURICE WILLIAMS, "Elleralls," Knighton Park rd, Leicester Jan 15 Bown v. Williams, Neville, J. Parsons, Leicester

London Gazette.—FRIDAY, Dec. 18.

HEDDEN WRIGHT, The Whins, Kelghley, Yorks Jan 19 Wood v. Attorney-General, Warrington, J. Clarkson, Kelghley.
 PETER MORRISON, Brunswick sq, Bristol, Talbot Jan 30 Campbell v. Morrison and another Watkins, St Nicholas st, Bristol

Under 22 & 23 Vict. cap. 35

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 15.

ABBOTT, The Rev DAVID WIGLEY, Church Stretton, Salop Jan 15 Green, Strickport
 ASHTON, FRANCIS, Sheffield Jan 9 Farnham & Son, Sheffield
 BARRY, ROSE MARIA, Oxford gdns, North Kensington Jan 19 Guscotte & Co, Essex st, Strand
 BATES, WALTER, Gracechurch st, Advertising Agent Feb 1 Wansey & Co, Mountgate st
 BENSON, CATHERINE, Weaham, nr Kirkham, Lancs Jan 1 Smith & Fazackerley, Preston

BOLTON, JOHN FREDERICK, Handsworth Jan 12 Forsyth & Co, Birmingham
 BRADFORD, BERTHAM HAMILTON MALCOLM, St James's sq Feb 27 Ellis & Co, College hill
 BRENNER, CHARLES, Barwick in Elmet, Yorks Jan 23 Nelson & Co, Leeds
 BROWNE, JAMES, Lostock, nr Bolton, Farmer's Labourer Feb 1 Hulton & Co, Bolton
 BROWNING, CHARLES WILLIAM BROWNING, Exeter, Engineer Jan 16 Ward & Son, Exeter
 BURDETT, WILLIAM RICHARD, Belsize cres, Hampstead Jan 11 Rye & Eyre, Golden sq
 COX, HENRY, Sutton Coldfield, Leather Goods Manufacturer Jan 16 Miller, We'll
 DAVY, FRANK ELIAS, Leinster edns, Hyde Park Jan 15 Glahyne & Co, Copthall av
 DODD, ROSALIE ELIZA, Pall Mall Jan 14 Conway, Rochester row
 EYERIDGE, GEORGE LAYER, Henrietta st, Covent gdn Jan 15 Brown, Hart st, Bloomsbury
 FIELD, FREDERICK JOHN, Torquay Jan 11 Glanfield & Glanfield, Torquay
 FLINT, JAMES MELLISH, Montreal, Ottawa, Canada Feb 5 Fearless & Co, East Grinstead
 FURSTER, JOHN, Newcastle upon Tyne, Printer Jan 16 Mather & Dickinson, Newcastle upon Tyne
 GALT, ANNE, Leamington Jan 30 Hazel & Baines, Oxford
 GINSON, HENRY FREDERICK, Wells st, Oxford Feb 23 Taylor, Great James st
 HARRIS, ALTHEA SPENCER, Weston-super-Mare Jan 18 Isakip & Son, Bristol
 HERRERT, MARTHA ELLEN, Llandudno Dec 31 Sampson & Price, Manchester
 HOLLARD, MARCKLIN, Market Weighton, East Yorks Jan 12 Thompson & Co, Hull
 JARVIS, JAMES, Wigan, Butcher Jan 30 Johnson & Johnson, Wigan
 LEDGARD, WILLIAM BEAUMONT, Ilkley, Yorks Jan 15 Coates & Brett, Wetherby
 MONT, FREDERICK GEORGE, Southport Feb 1 Williams, Southport
 PEAR, ALFRED, Botley, Henla, Surgeon Jan 31 Warner & Kirby, Winchester
 RAYNESAW, THOMAS EDWARD, Wroth, Sussex Jan 15 Hunter & Haynes, New sq
 RIGALL, DOMENICO, Clerkenwell rd, Sculptor Feb 1 Rutland & Crauford, Chancery in
 RENNAN, LUKE, Drogheda, Lancs, Innkeeper Jan 30 Wilson & Firth, Ashton under Lyne
 ROBSON, GEORGE GINSON, Tunbridge Wells Jan 15 Andrews & Co, Essex st
 SCOTT, JOHN, Belper, Derby Jan 30 J & W H Sale & Son, Derby
 SHORTER, JOHN WILLIAM, Birmingham Jan 18 Forsyth & Co, Birmingham
 SKINNER, WILLIAM BANKS, Woodside Park, Finchley Jan 15 Morris & Co, Walbrook
 TOL, EDWARD RALPH BERRY, Instow, Devon Jan 9 Toller & Co, Barnstaple
 WOODMAN, KATE, Tenby, Pembroke Jan 12 Leighton & Savory, Carey st

London Gazette.—FRIDAY, Dec. 18.

ANDERSON, CAROLINE, Nottingham Jan 31 Goodall & Son, Nottingham
 BARBER, JANE, Frimthall, Bradford Jan 18 Dunn Bradford
 BATHING, HARRY SCARBROOK, Muthall, Stafford, Collar Maker Feb 16 Evans & Son, Walsall
 BLACK, JOHN STUART, Surbiton, Surrey Jan 23 Biddle & Co, Aldermanbury
 BROWN, WATSON TAYLOR, Newbiggin-by-the-Sea, Northumberland Jan 16 Dodds, Newcastle-upon-Tyne
 BROWN, WILLIAM HARTWELL, Yorks, Farmer Jan 23 Kirby & Son, Harrogate
 BROWNE, WILFRED METEVEN, Clifton, Bristol Jan 15 Baskell, Bristol
 BURN, GEORGE, Harpenden, Herts Jan 9 Tuckey, Harpenden
 BURTON, JOHN, Great Chishall, Cambridge, Baker Jan 15 Richardson & Co, March
 CADOGAN, HON WILLIAM GEORGE SYDNEY, MVO, Chelsea House, Chelsea Jan 15 Lee & Pemberton, Lincoln's inn fields
 CAUTION, ELIZABETH AGNES, Sandstead, Surrey Jan 18 Edridge & Co, Croydon
 CHIRNALL, MARY NORWOOD, Cranleigh, Surrey Jan 11 Withers & Co, Arundel st, Strand
 CUBBY, SARAH, Bournemouth Jan 31 Greenip & Co, George st, Mansion House
 CUL, ROBERT SAMPSON, Bristol Jan 16 Cole, Bristol
 COWLEY, HANNAH, Halliwell, Bolton Jan 35 Jubb & Co, Halifax
 CURRY, GEORGE, Palling, Norfolk Jan 14 Hill & Perks, Norwich
 CRYER, JOHN DAVY DOUGLAS, Shepton Mallet Jan 6 Mackay & Son, Shepton Mallet
 DICKINSON, JOHN HENRY, Bolton, Bleacher's Townsman Jan 15 Fielding & Fern-
 hough, Bolton
 DODDY, LOUIS, Liverpool, Decorator Jan 21 Evans & Co, Liverpool
 DRANSFIELD, EMILY, Liverpool, Tallow Chandler Jan 20 Bateman, Liverpool
 EVANS, IVON, Kilgerau, Pembroke Jan 20 Williams & Williams, Cardigan
 FENLAY, THOMAS, Belsize sq, Hampstead Jan 16 Peake & Co, Bedford row
 FREEMAN, FRANCIS, Sandon and Brentwood, Essex Jan 15 Maskell, Chelmsford
 GARR, GEORGE, Wembdon, Somerset, Farmer Jan 9 Barham & Watson, Bridgwater
 GIFFORD, LOUISA, Castle Cary, Somerset Jan 30 Woodforde & Drewett, Castle Cary
 GIFFORD, LUCY, Castle Cary, Somerset Jan 30 Woodforde & Drewett, Castle Cary
 HALTON, HANNAH, St Helens, Lancs Jan 20 Tyrer & Fletcher, St Helens
 JACKSON, MARY ELIZABETH, Cellars rd, Clapham Jan 18 Goodacre & Co, Bush in
 LEWIS, WILLIAM CHARLES, East Sheen, Surrey Jan 28 Welch & Co, Pinners Hall
 LINDOLS, ADRIENNE MARY, King's Lynn, Norfolk Jan 20 Sadler & Woodward, King's Lynn
 LISTER, WILMAN, Heckmondwike Jan 1 Mitcheson, Heckmondwike
 MAIRS, ROBERT, Alnwick, Veterinary Surgeon Dec 31 Dickinson & Co, Alnwick

MANN, FREDERICK STEPHEN, Hastings Jan 16 Mann, St Leonards on Sea
 MANRIQUE, VIRGILIO, Highbury terr, Highbury, Fruit Broker Dec 31 Best & Best
 Budge row
 OVERALL, GEORGE THOMAS, New Barnet Jan 18 Strong, High Holborn
 PALIN, WILLIAM HENRY, Manchester Jan 19 Hockley & Co, Manchester
 PEARSON, MARIA PAULINA, Bournemouth Jan 16 Burton & D. son, Gainsborough
 ROBERTS, HENRY SETMOUR, Ashted, Surrey, Merchant Jan 21 Thoroughgood & Co, Copthall st
 SAMPSON, ELIZABETH, Wisbech St Peter, Cambridge Jan 19 Southwell & Dennis, Wisbech
 SMITH, GEORGE FREDERICK, Brighton Jan 31 Lempiere & Hunter, Lincoln's inn
 fields
 STEPHENS, GUNDEY, Clifton, Bristol Jan 23 Nunneley & Waterman, Bristol
 SWAIN, FREDERICK CHARLES, Stoke St Michael, Somerset Jan 6 Mackay & Son, Shepton Mallet
 URRAY, GEORGE KEMP, Shanklin, Isle of Wight Jan 20 Bailey, jun, Newport, I of W
 WHARTON, JAMES, Netherhall gds, Hampstead Jan 16 Peake & Co, Bedford row
 WITHERS, THE REV ROBERT HALE, Lisle Baddow, Essex Jan 15 Maskell, Chelmsford
 WITT, JOSEPH FOWLER, Middlesbrough, Commercial Traveller Jan 20 M W & E F
 Hutchinson, Middlesbrough
 WRIGHT, ROBERT, Fleetwood, Lancs Jan 16 Keau, Fleetwood

London Gazette.—TUESDAY, Dec. 22.

ABERCOTT, GEORGE, Buckfastleigh, Devon, Builder Jan 9 Tucker & Son, Ashburton
 AYSHFORD, ELIZABETH WOOD, Exeter Jan 31 Friend & Tarbet, Exeter
 BARNETT, EMANUEL, seven Sisters rd Jan 31 Hyman & Co, Basinghall st
 BOYLE, DAVID ESKINE, Dover Jan 23 Heliard & Son, Portsmouth
 CARTWRIGHT, JAMES, Datchet, Bucks Jan 30 Young & Co, Laurence Pountney
 hill
 CHICHESTER, EDMUND BASIL, Basil mans, Knightsbridge Jan 15 Walker & Co, Theo-
 bald's rd
 CROKAT, JULIA, Chester pl, Hyde Park Jan 30 Simpson & Co, Gracechurch st
 DAVIS, RUTH, Workson Jan 30 Clay & Robinson, Workson
 DEAKIN, GEORGE, Walton, Liverpool, Paper Merchant Jan 31 Toulimin & Co, Liverpool
 DIGNY, GEORGE HUGH, Chalmington House, Dorset Feb 1 Farrer & Co, Lincoln's inn
 fields
 DYKE, CHARLES WILLIAM PITTMAN, Eastbourne Jan 31 Marks, South sq, Gray's inn
 FERRARI, ORSOLA, Hampton, Middx Jan 25 Fland, Finsbury pvt
 GARR, HENRY WALTER TARGETT, Goldhawk rd, Hammersmith, Land Agent Jan 30
 Mann & Crisp, Essex st
 GENNE, MORRIS, Manchester Tailor Feb 1 Doughty & Fraser, Manchester
 GRANT, HANNAH, Hillingdon Heath, Middx Jan 25 Hughes & Son, Edgware rd
 GREENK, ELIZABETH, Portsmouth Jan 16 Hobbs & Brutton, Portsmouth
 GREENSLADE, EMILY, Clifton, Bristol Jan 15 Atchley, Bristol
 HEWITT, LIEUT GORDON HUGHES, Hyde Park mans, Hyde Park Jan 22 Hewitt & Chap-
 man Nicholas in
 JACKSON, GEORGE DAWSON, Belsize Park gds, Hampstead Feb 1 Ashurst & Co
 Thromorton av
 JESSOP, EMMA MATILDA, Hatton, Warwick Feb 26 Taylors, Bakewell
 JOHNSON, GEORGE, Birkenhead, Fork Butcher Jan 23 Reinhardt, Birkenhead
 JOHNSON, THOMAS, and ELIZABETH JOHNSON, Newcastle upon Tyne, Grocer Dec 10
 Hoyle & Co, Newcastle upon Tyne
 JOHNSTON, ROBERT FRENCH, Gerrards Cross, Bucks Feb 1 Gardiner & Son, Ex-
 bridge
 JOHNSTONE, DAVID YUILE, Prince Edward mans, Palace Court, Stockbroker Jan 17
 Walkins & Co, Sackville st
 KITCHINER, HARRIET AMELIA, Birmingham Jan 10 Duggan & Elton, Birmingham
 LODGE, WILLIAM, Shepton Mallet, Somerset, Farmer Jan 6 Mackay & Son, Shepton
 Mallet
 LYLE, JOHN BOYD, Waverre, Liverpool Jan 21 Jones, Liverpool
 MASON, THOMAS GURNET, Bedford Dec 9 Withers & Co, Arundel st
 MAZUCHELLI, ELIZABETH SARAH, Alitygog Nantgaredig, Carmarthen Jan 22 Hewitt
 & Chapman, Nicholas in
 MYOHL, EMMA, Upper Richmond rd, Putney Feb 2 Vallance & Vallance, Essex st
 Strand
 NORMAN, MARY JANE, Matlock Bank, Derby Feb 3 Sale & Co, Derby
 NORWOOD, JOHN, Haywards Heath Feb 1 Simpson & Co, Southwark st
 ORDISH, ARTHUR MANN, Ealing Feb 12 Waterman, Regent House, Regent st
 OSBORN, Rt Hon ALBERT EDWARD GODOLPHIN, Piccadilly Jan 15 Lowe & Co, Temple
 gds
 PARSONS, ISABELLA, Edgbaston, Birmingham Jan 30 Glasier & Co, Birmingham
 PARSONS, MARY, Edgbaston, Birmingham Jan 30 Glasier & Co, Birmingham
 PEERY, HAYDON, Hulme, Manchester, Journalist Jan 21 Cullinor, Manchester
 RILEY, EDWARD, City rd Jan 31 Smith & Co, London Wall
 ROWDEN, JOHN WESLEY, Hendham rd, Tooting Jan 25 Russell, Bexley Heath
 TEARLE, SARAH, Banbury, Oxford Jan 24 Fairfax & Barfield, Banbury
 TIERNEY, WILLIAM HENRY, Braddon st, Rotherhithe, Cooper Jan 31 Slack & Co,
 Queen Victoria st
 TRIPP, ADELIN BROWN, Oxford gds, Notting Hill Jan 23 Close & Co, Blooms-
 bury sq
 WALKER, THOMAS, High Hesket, Cumberland, Yeoman Jan 30 Cant & Fairer,
 Penrith
 WHITE, WILLIAM THOMAS, Maidenhead Jan 22 Hewitt & Chapman, Nicholas in
 WINCKLER, JULIA MARIA ANN, Bourne Hill, Palmer's Green Jan 21 Clarke & Co
 Duncan st, Islington

THE LICENSERS' INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

LICENSES INSURANCE.

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APPLY FOR PROSPECTUS.

Bankruptcy Notices.

London Gazette.—TUESDAY, Dec. 15.

RECEIVING ORDERS.

BARLOW, ERNEST JOSEPH, Leyton, Essex, Confectioner High Court Pet Dec 11 Ord Dec 11
 BENNETT, CHARLES, Plymouth, Hat Manufacturer Plymouth Pet Dec 11 Ord Dec 11
 CLARK, ALFRED, Fulham St. Mary, Norfolk Journeyman Baker Great Yarmouth Pet Dec 11 Ord Dec 11
 COPE, HERBERT LOCKHART, 7, King st, Smithfield High Court Pet Dec 11 Ord Dec 11
 EOBERS, ALBERT EDWARD, Terminus-place, Victoria High Court Pet Nov 12 Ord Dec 11
 ELLIS, ALFRED EDWIN, Haswall, Chester Birkenhead Pet Nov 17 Ord Dec 9
 EVANS, G. W. and E. J. EVANS (his wife) Crouch End, Fancy Drapers High Court Pet Oct 2 Ord Dec 11
 FLASH, ALFRED MARKS, Salford, Lancs, Milliner Birkenhead Pet Nov 13 Ord Dec 9
 GILL, WILLIAM, Redcar, Auctioneer, Middlesbrough Pet Dec 9 Ord Dec 9
 GRIFFIN, ALICE LOUISA, Croyley st, Hoxton High Court Pet Nov 5 Ord Dec 11
 HARDY, A. F., Holland Park rd, Kensington, Theatrical Manager High Court Pet June 9 Ord Dec 11
 HARRIS, THOMAS GLOVER, Barnsley Barnsley Pet Dec 11 Ord Dec 11
 HARTOFF, SIR CHARLES, Grafton st, Piccadilly High Court Pet Oct 17 Ord Dec 11
 HEPPLEWHITE, WILLIAM JAMES, Gosforth, Painter Newcastle on Tyne Pet Dec 10 Ord Dec 10
 HERB, WILLIAM, Mansfield, Notts, Credit Draper Nottingham Pet Nov 18 Ord Dec 10
 HULES, MARTHA JESSIE, Hanover sq High Court Pet Dec 10 Ord Dec 10
 KENNEDY, S. H., Southampton, Boot Dealer Southampton Pet Nov 19 Ord Dec 10
 LYNE, WILLIAM BULLOCK, South side, Clapham Common Draper High Court Pet Dec 11 Ord Dec 11
 MARSH, JOSEPH FREDERICK, Gloucester, Greengrocer Gloucester Pet Dec 11 Ord Dec 11
 MORTY, HAROLD P., South st, Thurlow sq High Court Pet Aug 30 Ord Dec 9
 SCATTERGOOD, ARTHUR KIMBERLEY, Leeds, Physician Leeds Pet Dec 9 Ord Dec 9
 SIMPSON, TIMOTHY, Lowestoft, Fruiterer Great Yarmouth Pet Dec 11 Ord Dec 11
 STAGHAN, FRED, Luton, Beds, Builder Luton Pet Dec 9 Ord Dec 9
 TAYLOR, ALPHONSO, Stalldrop, Durham, Cycle Agent Stockton on Tees Pet Dec 9 Ord Dec 9
 WATSON, JOHN ALFRED, Fulham Palace rd, Hoxton High Court Pet Nov 20 Ord Dec 10

ORDER RESCINDING ORDER, AND DISMISSING PETITION.

LAWSON, ARTHUR, Chiswick High Court Pet July 25 Rec Ord Sept 7 Rec and Disc Dec 8

FIRST MEETINGS.

BAKER, HENRY WILLIAM, Sonning Common, Oxfordshire, Gardener Dec 23 at 11.30 14, Bedford row
 BARLOW, ERNEST JOSEPH, Leyton, Essex, Confectioner Dec 24 at 12 Bankruptcy bldg, Carey st
 COPE, HERBERT LOCKHART, King st, Smithfield Dec 29 at 11 Bankruptcy bldg, Carey st
 DALE, FRANCIS and HERBERT DALE, Warrington, Bakers Dec 12 at 3.30 Off Rec, Byron st, Manchester
 EOBERS, ALBERT EDWARD, Terminus pl, Victoria Dec 29 at 12 Bankruptcy bldg, Carey st
 ELLIS, ALFRED EDWIN, Haswall, Chester Dec 22 at 11 Off Rec, Union Marine bldg, 11, Dale st, at Liverpool
 EVANS, G. W. and E. J. EVANS, Crouch End, Fancy Drapers Dec 22 at 12 Bankruptcy bldg, Carey st
 FLASH, ALFRED MARKS, Salford, Lancs, Milliner at Dec 24 at 11 Off Rec, Union Marine bldg, 11, Dale st, at 11 Liverpool
 GRIFFIN, ALICE LOUISA, Croyley st, Hoxton, Baker (Married Woman) Dec 23 at 12 Bankruptcy bldg, Carey st
 HALL, ARTHUR HEPPERTON, Abbotsham, Devon Dec 23 at 2.45 Tankers Hotel, Bideford
 HARDY, A. F., Holland Park rd, Kensington, Theatrical Manager Dec 29 at 11 Bankruptcy bldg, Carey st
 HARRIS, FREDERICK FITZPATRICK, Wet Bromwich Baker Dec 23 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
 HARTOFF, SIR CHARLES, Grafton st, Piccadilly Dec 30 at 12 Bankruptcy bldg, Carey st
 HEPPLEWHITE, WILLIAM JAMES, Gosforth, Painter Dec 23 at 3 Off Rec, 30, Mosley st, Newcastle upon Tyne
 HULES, MARTHA JESSIE, Hanover sq Dec 23 at 1 Bankruptcy bldg, Carey st
 KENNEDY, S. H., Southampton, Boot Dealer Dec 23 at 12 Off Rec, Midland Bank chmbrs, High st Southampton
 LAWSON, FRED, Whitstable, Kent, Builder Dec 22 at 11.30 Off Rec, 68A, Castle st, Canterbury
 LYNE, WILLIAM BULLOCK, South side, Clapham Common, Draper Dec 22 at 11 Bankruptcy bldg, Carey st
 MORTY, HAROLD P., South st, Thurlow sq Dec 23 at 11 Bankruptcy bldg, Carey st
 PARK, THOMAS GEORGE, Argyle pl, Cromer st, Surveyor Dec 23 at 11 Bankruptcy bldg, Carey st
 PERRY, ARTHUR SIDNEY, Landaff North, Glam, Grocer Dec 23 at 3 Off Rec, 117, St Mary's st, Cardiff
 POOLE, RICHARD, Weston super Mare, Fancy Draper Dec 30 11.30 15, Baldwin st, Bristol

ROOK, GEORGE THOMAS, Manchester, Grinds'one Specialist Dec 23 at 3 Off Rec, Byron st, Manchester
 SCATTERGOOD, ARTHUR KIMBERLEY, Leeds, Physician Dec 23 at 3 Off Rec, 21, Bond st, Leeds
 STAPLES, JOHN HENRY, Long Bennington, Lincs, Farmer Dec 22 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 TRAFOORD, RICHARD BUTTERFIELD, Blackpool, Pianoforte Dealer Dec 22 at 11 Off Rec, 13, Winckley st, Preston
 WATSON, JOHN ALFRED, Fulham Palace rd, Hoxton Dec 22 at 12 Bankruptcy bldg, Carey st
 WHALLEY, JOSEPH, Rochdale, Grocer Dec 23 at 3.15 Town Hall, Rochdale

ADJUDICATIONS.

BARLOW, ERNEST JOSEPH, Leyton, Essex, Confectioner High Court Pet Dec 11 Ord Dec 11
 BENNETT, CHARLES, Plymouth, Hat Manufacturer Plymouth Pet Dec 11 Ord Dec 11
 BERGMAN, JACOB, Middlesbrough, Tailor Middlesbrough Pet Nov 27 Ord Dec 11
 CLARK, ALFRED, Fulham St Mary, Norfolk, Journeyman Baker Great Yarmouth Pet Dec 11 Ord Dec 11
 DAVIES, ROBERT OWEN Junior, Fitzjohns av, Hampstead, Lingerie Specialist High Court Pet Dec 5 Ord Dec 10
 FINDING, SAMUEL, Kingston on Hull, Provision Merchant Kingston upon Hull Pet Nov 26 Ord Dec 11
 FOULSHAM, FRANK, Talgarth mans, Barons Court, Photographer High Court Pet Nov 25 Ord Dec 11
 GILL, WILLIAM, Redcar, Auctioneer Middlesbrough Pet Dec 9 Ord Dec 9
 HARRIS, THOMAS GLOVER, Barnsley Barnsley Pet Dec 11 Ord Dec 11
 HEPPLEWHITE, WILLIAM JAMES, Gosforth, Painter Newcastle upon Tyne Pet Dec 10 Ord Dec 10
 LYNE, WILLIAM BULLOCK, South side, Clapham Common, Draper High Court Pet Dec 11 Ord Dec 11
 MARSH, JOSEPH FREDERICK, Gloucester, Greengrocer Gloucester Pet Dec 11 Ord Dec 11
 MORRIS, HERBERT, Fairfax rd, Hampstead High Court Pet Nov 11 Ord Dec 22
 POOLE, RICHARD, Weston-super-Mare, Fancy Draper Bridgewater Pet Sept 24 Ord Dec 10
 SCATTERGOOD, ARTHUR KIMBERLEY, Leeds, Physician Leeds Pet Dec 9 Ord Dec 9
 SIMMONS, THOMAS, Herne Bay, Kent Canterbury Pet July 1 Ord Dec 10
 SIMPSON, TIMOTHY, Lowestoft, Fruiterer Great Yarmouth Pet Dec 11 Ord Dec 11
 STAGHAN, FRED, Luton, Beds, Builder Luton Pet Dec 9 Ord Dec 9
 TAYLOR, ALPHONSO, Stalldrop, Durham, Cycle Agent Stockton on Tees Pet Dec 9 Ord Dec 9
 TRAFOORD, RICHARD BUTTERFIELD, Blackpool, Pianoforte Dealer Blackpool and Fleetwood Pet Dec 8 Ord Dec 8

Amended Notice substituted for that published in the London Gazette of Dec 8:

EARLAND, JOHN, Ystradgynlais, Brecon, Draper Neath Pet Dec 3 Ord Dec 3

London Gazette.—FRIDAY, Dec. 18.

RECEIVING ORDERS.

ASHTON, WILLIAM, Abercynon, Glam, Labourer Pontypridd Pet Dec 16 Ord Dec 16
 CHESTER, JOHN, Shipley, Greengrocer Bradford Pet Dec 15 Ord Dec 15
 DE WINTON, CECIL, London Wall bldg, Company Promoter High Court Pet July 23 Ord Dec 15
 GIBSON, ROBERT, Heckmondwike, Farmer Dewsbury Pet Dec 15 Ord Dec 16
 GILBY, JAMES, Old Trafford, Lancs, Commission Agent Salford Pet June 17 Ord Dec 15
 GOTT, MATTHEW, Holbeck, Lincs, Threshing Machine Owner King's Lynn Pet Dec 14 Ord Dec 14
 HALLEY, JACOB, Wilsey, Bradford, Shoeing Smith Bradford Pet Dec 15 Ord Dec 15
 HARTREE, HARRY ROUSFIELD PELLARS, Frome, Somerset, Cycle Agent Frome Pet Dec 14 Ord Dec 14
 JONES, EDWARD, Llanelly, Fruiterer Carmarthen Pet Dec 14 Ord Dec 14
 KIRKE, JOHN, Ashton on Mersey, Chester, Coal Merchant Manchester Pet Dec 16 Ord Dec 16
 LONGMORE, SAMUEL JAMES, Birmingham, Looking Glass Manufacturer Birmingham Pet Dec 1 Ord Dec 14
 MARRIOTT, GEORGE, Chesterfield, Cycle Dealer Chesterfield Pet Dec 14 Ord Dec 14
 MATTHEWS, ARCHIE MARK, Colford, Glos, Cycle and Motor Agent Newport, Mon Pet Dec 16 Ord Dec 16
 McDONALD, GEORGE Great Grimsby, Fish Packer Great Grimsby Pet Dec 15 Ord Dec 15
 MEAD, FREDERICK JOHN, Wincobur, Bucks Aylesbury Pet Nov 7 Ord Dec 14
 PABSON, JOHN FARRER, Miners'ed, Somerset, Retail Jeweller Taunton Pet Nov 23 Ord Dec 15
 PHILLIPS, THOMAS JONES, Monkton, Pembroke, Tailor Pembroke Dock Pet Dec 14 Ord Dec 14
 ROUS, SAMUEL GEORGE, Mutford, Suffolk, Grocer Great Yarmouth Pet Dec 14 Ord Dec 14
 SHEPHERD, ERNEST BENJAMIN, Wetherden, Suffolk, Dairyman Bury St Edmunds Pet Dec 15 Ord Dec 15
 SOLOMONS, JULIUS, Gresham rd, Brixton, Fancy Jeweller High Court Pet Dec 8 Ord Dec 14
 STAPLETON, EMERY GEORGE, Bargoed, Glam, Wheelwright Merthyr Tydfil Pet Dec 14 Ord Dec 14
 TEAL, SAMUEL RICHARD, Triangle, nr Halifax, Licensed Victualler Halifax Pet Dec 15 Ord Dec 15

THOMPSON, ARTHUR, Stockport, Cheshire, Baker Stockport Pet Dec 14 Ord Dec 14
 TINKER, ARTHUR, Huddersfield, Picture House Proprietor Leeds Pet Dec 15 Ord Dec 15
 WILLIAMS, JOSEPH, Ystradgynlais, Brecon, Labourer Neath Pet Dec 14 Ord Dec 14
 WILLIAMS, SAMUEL, Oldham, Publican Oldham Pet Dec 7 Ord Dec 15

ORDER RESCINDING ORDER AND DISMISSING PETITION.

ASHWIN, ALBERT JOHN, Billiter st, Merchant High Court Pet Dec 17 Rec Ord Mar 3 Rec and Disc Dec 14

FIRST MEETINGS.

ASHTON, WILLIAM, Abercynon, Glam, Labourer Dec 30 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine's, Pontypridd
 CHESTER, JOHN, Shipley, Greengrocer Dec 29 at 11 Off Rec, 12, Duke st, Bradford
 CLARK, ALFRED, Fulham St Mary, Norfolk, Journeyman Baker Dec 30 at 12 Off Rec, 3, King st, Norwich
 CREDLAND, WILLIAM FISHER, Sheffield, Oil and Paint Merchant Dec 31 at 12 Off Rec, Figtrees ln, Sheffield
 DE WINTON, CECIL, London Wall bldg, Company Promoter Dec 30 at 11 Bankruptcy bldg, Carey st
 EDMONDS, GEORGE, Fortisco, Hants Dec 13 at 12 Off Rec, Cambridge junc, High st, Portsmouth
 HALLEY, JACOB, Wilsey, Bradford, Shoeing Smith Dec 29 at 11.30 Off Rec, 12, Duke st, Bradford
 KEATING, JAMES MATTHEW, Middlesbrough, Commercial Traveller Dec 30 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 SIMPSON, TIMOTHY, Lowestoft, Fruiterer Dec 30 at 12.30 Off Rec, 3, King st, Norwich
 SOLOMONS, JULIUS, Gresham rd, Brixton, Fancy Jeweller Dec 30 at 11 Bankruptcy bldg, Carey st
 SPENCER, WILLIAM HENRY, Folkingham, Lincs, Farmer Dec 29 at 1 Bristol Arms Hotel, Stamford
 STAGHAN, FRED, Luton, Beds, Builder Dec 30 at 12 Off Rec, The Parade, Northampton
 STAPLETON, EMERY GEORGE, Bargoed, Glam, Wheelwright Dec 30 at 11.30 Off Rec, St Catherine's chmbrs, St Catherine's, Pontypridd
 TEAL, SAMUEL RICHARD, Triangle, nr Halifax, Licensed Victualler Dec 30 at 11.15 County Court House, Prescott st, Halifax

ADJUDICATIONS.

ASHTON, WILLIAM, Abercynon, Glam, Labourer Pontypridd Pet Dec 16 Ord Dec 16
 CHESTER, JOHN, Shipley, Greengrocer Bradford Pet Dec 15 Ord Dec 15
 ELLIS, ALFRED EDWIN, Prescott, Lancs, Timekeeper Birkenhead Pet Nov 17 Ord Dec 14
 GOTT, MATTHEW, Holbeck, Lincs, Threshing Machine Owner King's Lynn Pet Dec 14 Ord Dec 14
 HALLEY, JACOB, Wilsey, Bradford, Shoeing Smith Bradford Pet Dec 15 Ord Dec 15
 HARTREE, HARRY ROUSFIELD PELLARS, Frome, Somerset, Cycle Agent Frome Pet Dec 14 Ord Dec 14
 HULES, MARTHA JESSIE, Hanover sq High Court Pet Dec 10 Ord Dec 15
 JONES, EDWARD, Llanelly, Fruiterer Carmarthen Pet Dec 14 Ord Dec 14
 KIRKE, JOHN, Ashton on Mersey, Chester, Coal Merchant Manchester Pet Dec 16 Ord Dec 16
 LONGMORE, SAMUEL JAMES, Birmingham, Looking Glass Manufacturer Birmingham Pet Dec 1 Ord Dec 15
 MARRIOTT, GEORGE, Chesterfield, Cycle Dealer Chesterfield Pet Dec 14 Ord Dec 14
 MATTHEWS, ARCHIE MARK, Colford, Glos, Cycle Agent Newport, Mon Pet Dec 16 Ord Dec 16
 MAYALL, LEONARD, Tunbridge Wells Tunbridge Wells Pet Nov 3 Ord Dec 16
 McDONALD, GEORGE Great Grimsby, Fish Packer Great Grimsby Pet Dec 15 Ord Dec 15
 PHILLIPS, ALEXANDER, Leeds, Boot Manufacturer Lamb Pet Nov 6 Ord Dec 12
 PHILLIPS, THOMAS JONES, Monkton, Pembroke, Tailor Pembroke Dock Pet Dec 14 Ord Dec 14
 ROUS, SAMUEL GEORGE, Mutford, Suffolk, Grocer Great Yarmouth Pet Dec 14 Ord Dec 14
 SHEPHERD, ERNEST BENJAMIN, Wetherden, Suffolk, Dairyman Bury St Edmunds Pet Dec 15 Ord Dec 15
 SHORSTEIN, HARRY, Topfield parade, Crouch End, Essex Dealer Edmonton Pet Nov 23 Ord Dec 15
 STAPLETON, EMERY GEORGE, Bargoed, Glam, Wheelwright Merthyr Tydfil Pet Dec 14 Ord Dec 14
 TEAL, SAMUEL RICHARD, Triangle, nr Halifax, Licensed Victualler Halifax Pet Dec 15 Ord Dec 15
 TINKER, ARTHUR, Huddersfield, Picture House Proprietor Leeds Pet Dec 15 Ord Dec 15
 THOMPSON, ARTHUR, Stockport, Cheshire, Baker Stockport Pet Dec 14 Ord Dec 14
 VINCENT, ARTHUR HARR, Portman sq High Court Pet June 27 Ord Dec 16
 WILLIAMS, JOSEPH, Ystradgynlais, Brecon, Labourer Neath and Aberavon Pet Dec 14 Ord Dec 14

Amended Notice substituted for that published in the London Gazette of Dec 1:

AARON, ISRAEL, Blackburn, Picture Framer Blackburn Pet Nov 26 Ord Nov 26

Amended Notice substituted for that published in the London Gazette of Dec 8:

SEALE, HENRY WILLIAM, Mitcham, Surrey, Builder Croydon Pet Oct 3 Ord Dec 2

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